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MONTHLY REPORT



AUGUST

1961. Sec.

ONTARIO LABOUR RELATIONS BOARD

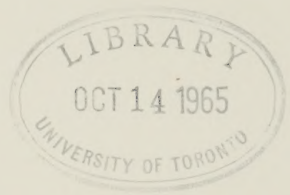
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MONTHLY REPORT OF THE ONTARIO LABOUR RELATIONS BOARD

FOR THE MONTH OF AUGUST, 1961

ANNUAL REPORT OF THE CHAIRMAN OF THE BOARD OF DIRECTORS

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Aug - Dec.



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PART 1

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APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS

BOARD DURING AUGUST 1961

Bargaining Agents Certified During August
No Vote Conducted

743-60-R: International Leather Goods, Plastics & Novelty Workers' Union Local 8 (Applicant) v. Rainee Manufacturing Products Limited (Respondent).

Unit: "all employees of the respondent at its plant at Toronto, save and except foremen and foreladies, persons above the ranks of foreman and forelady and office staff."
(16 employees in the unit)

The Board endorsed the Record in part as follows:

"Having regard to the events which took place prior to the actual preparation of the document filed in opposition to the application, including the conduct of a senior officer of the respondent in interrogating a number of employees whose names appear on the document, so that their answers would have indicated whether they had or had not applied for membership in the applicant union, and having regard to the generally unsatisfactory nature of the evidence surrounding the origin, preparation and circulation of the document in question, we are not prepared to hold that that document weakens the evidence of membership submitted by the applicant so as to make it necessary for the Board to seek the confirmatory evidence of a representation vote in this case."

1011-61-R: Hotel & Restaurant Employees & Bartenders' International Union, A.F.L.-C.I.O. C.L.C. Restaurant Cafeteria & Tavern Employees Union, Local 254 (Applicant) v. Hubbert's Food Services Limited (Respondent).

Unit: "all employees of the respondent employed at the Anaconda American Brass Limited Plant in New Toronto, save and except manager, persons above the rank of manager and office staff." (10 employees in the unit)

The Board endorsed the Record in part as follows:

"Where statements in writing objecting to an application for certification are filed with the Board by employees within the prescribed time limits, the onus is on the person or persons so objecting to satisfy the Board as to the circumstances concerning the origination of the material

filed, and the manner in which each of the signatures was obtained. The witness or witnesses testifying must be able to do so from their own personal knowledge and observation. In the present case, five letters of objection were submitted in one envelope. One person appeared on behalf of the objectors to give evidence.

After carefully considering the written objections, the evidence of the one witness who appeared, and the representations of the parties, it was announced at the hearing that in the general unsatisfactory state of the evidence respecting the origin of the material filed and the manner in which each of the signatures was obtained, the Board did not find it necessary to seek corroboration of the evidence of membership filed by the applicant by means of a representation vote."

1268-61-R: International Hod Carriers' Building and Common Labourers' Union of America, Local 183 (Applicant) v. Robert McAlpine Ltd. (Respondent).

Unit: "all construction labourers in the employ of the respondent on its Toronto Transit Commission Subway Project within the boundaries of Metropolitan Toronto, save and except non-working foremen and persons above the rank of non-working foreman." (318 employees in the unit).
(unit agreed to by the parties)
(SEE INDEXED ENDORSEMENTS PAGE178)

1325-61-R: United Shoe Workers of America, AFL-CIO (Applicant) v. McHale-Florsheim Shoes Division of Savage Shoes Limited (London plant) (Respondent).

Unit: "all employees of the respondent at London, save and except assistant foremen, persons above the rank of assistant foreman, office and sales staff, and persons regularly employed for not more than 24 hours per week."
(224 employees in the unit)

1524-61-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 938, General Truck Drivers (Applicant) v. Gus Marker Ready-Mix Limited (Respondent).

Unit: "all employees of the respondent at Kingston, save and except foremen, persons above the rank of foreman and office and sales staff." (8 employees in the unit)

1549-61-R: District 50, United Mine Workers of America (Applicant) v. Parkdale Auto Wreckers (Respondent).

Unit: "all employees of the respondent who are employed at Parkdale Avenue North, Hamilton, and at the respondent's No. 2 yard on No. 20 Highway, save and except foremen, persons above the rank of foreman and office staff,"
(24 employees in the unit)
(Unit agreed to by the parties).

1657-61-R: International Association of Machinists (Applicant) v. Canadian Applied Research Limited (Respondent).

Unit #1: "all office employees of the respondent presently at 750 Lawrence Avenue West, Toronto and in the County of Peel, save and except supervisory personnel, persons above the rank of supervisory personnel and sales staff,"
(53 employees in the unit)

Unit #2: "all employees of the respondent presently at 750 Lawrence Avenue West, Toronto, and in the County of Peel, save and except foremen, persons above the rank of foreman, plant nurse, office and sales staff, security guards and canteen staff,"

Board Member G. Russell Harvey dissented and said:

"I dissent in so far as the majority decision excludes J. M. Bowles, plant nurse, from the bargaining units. I would include the plant nurse in a bargaining unit in this matter."

1675-61-R: The United Brotherhood of Carpenters and Joiners of America, Local 2466 (Applicant) v. A.W. Homme Ltd. (Respondent)

Unit: "all carpenters and carpenters' apprentices in the employ of the respondent at its Canadian Husky Oil Ltd. Travelcenter project in the Township of Alice, save and except non-working foremen and persons above the rank of non-working foreman," (6 employees in the unit)

1678-61-R: Retail, Wholesale and Department Store Union AFL-CIO-CLO (Applicant) v. Numilk Company Limited (Respondent).

Unit: "all employees of the respondent at Napanee, save and except foremen, persons above the rank of foreman and office staff," (35 employees in the unit)

1679-61-R: Bricklayers', Masons' and Plasterers' International Union of America (Applicant) v. The Ellis-Don Ltd. (Respondent)

Unit: "all bricklayers and stonemasons and their apprentices of the respondent employed at the City of Owen Sound and in the Townships of Sarawak, Derby and Sydenham, save and except non-working foremen and persons above the rank of non-working foreman," (14 employees in the unit)

1681-61-R: The United Brotherhood of Carpenters and Joiners of America, Local Union 1669 (Applicant) v. Pulsifer Construction Ltd. (Respondent).

Unit: "all carpenters and carpenters' apprentices of the respondent employed at or working out of Moosonee, save and except non-working foremen, and persons above the rank of non-working foreman." (9 employees in the unit)

1712-61-R: Operative Plasterers' and Cement Masons International Association of the United States and Canada Local Union 124 (Applicant) v. A. Liberty Concrete Co. Ltd. (Ottawa) (Respondent).

Unit: "all cement masons and their apprentices and helpers of the respondent employed at and working out of Ottawa, save and except non-working foremen and persons above the rank of non-working foreman." (6 employees in the unit).

1731-61-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 419, Warehousemen and Miscellaneous Drivers (Applicant) v. Collins & Greig Cartage Limited (Respondent).

Unit: "all employees of the respondent at Toronto, save and except foremen, persons above the rank of foreman, office staff and persons regularly employed for not more than twenty-four hours per week." (19 employees in the unit).

1732-61-R: Hotel and Restaurant Employees and Bartenders International Union Local 412 (Applicant) v. New American Public House (Sault Ste. Marie) (Respondent).

Unit: "all employees of the respondent at Sault Ste. Marie, save and except manager, persons above the rank of manager and office staff." (5 employees in the unit).

1733-61-R: Building Service Employees' Int'l Union, Local No. 204 (Applicant) v. Marcus Loew's Theatres Limited (Respondent).

Unit: "all employees of the respondent at Toronto, save and except assistant manager, persons above the rank of assistant manager, office staff, stationary engineers, projectionists, stage hands and persons regularly employed for not more than twenty-four hours per week." (17 employees in the unit).

The Board endorsed the Record as follows:

"The Board notes the agreement of the parties that the stationary engineers, projectionists and stage hands of the respondent at Toronto are presently bound by collective agreements."

1736-61-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 938, General Truck Drivers (Applicant) v. Toronto Peterborough Transport Company Ltd. (Respondent).

Unit 1: "all employees of the respondent employed at and working out of its Toronto terminal, save and except despatchers or foremen, persons above the rank of despatcher or foreman, office staff, persons employed for not more than twenty-four hours per week and students hired for the school vacation period." (136 employees in the unit)

Unit 2: "all employees of the respondent employed at and working out of its Cobourg and Lindsay terminals, save and except despatchers or foremen, persons above the rank of despatcher or foreman, office staff, persons employed for not more than twenty-four hours per week and students hired for the school vacation period." (3 employees in the unit).

Unit 3: "all employees of the respondent employed at and working out of its Belleville terminal, save and except despatchers and foremen, persons above the rank of despatcher or foreman, office staff, persons employed for not more than twenty-four hours per week and students hired for the school vacation period." (14 employees in the unit).

1743-61-R: Hotel and Restaurant Employees Union, Local 743 Affiliated with: Hotel and Restaurant Employees & Bartenders I.U., AFL-CIO Canadian Labour Congress & Windsor and District Labour Council (Applicant) v. Kenneth Eddie Limited (Respondent).

Unit: "all employees of the respondent at its Colonial Hotel Windsor, save and except manager, persons above the rank of manager, office staff, and persons regularly employed for not more than 24 hours per week," (2 employees in the unit).

1746-61-R: General Truck Drivers, Local 879, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. Connell Transport Company Limited (Respondent).

Unit: "all employees of the respondent employed at and working out of Hamilton, save and except foremen, persons above the rank of foreman, and office staff."
(6 employees in the unit).

1748-61-R: United Steelworkers of America (Applicant) v. The Wabi Iron Works Limited (Respondent).

Unit: "all employees of the respondent at its Sudbury plant, save and except foremen, persons above the rank of foreman, and office staff." (24 employees in the unit).

1751-61-R: Operative Plasterers' and Cement Masons International Association of the United States and Canada, Local Union 124 (Applicant) v. Di Lorenzo Construction (Forming 65 Cameo Crest., Toronto Ontario---215 Oconnor St. Ottawa Ont.)

Unit: "all cement masons and cement mason apprentices of the respondent employed at or working out of Ottawa, save and except non-working foremen and persons above the rank of non-working foreman" (3 employees in the unit).

1756-61-R: The United Brotherhood of Carpenters and Joiners of America (Applicant) v. Precisioncraft Industries (Respondent)

Unit: "all employees of the respondent at Scarborough, save and except owner-manager, persons above the rank of owner-manager and office staff." (8 employees in the unit).

1760-61-R: General Truck Drivers Local Union No. 879, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Joseph Harrison Motorways Limited (Respondent)

Unit: "all employees of the respondent at its Welland Terminal, save and except foremen, persons above the rank of foreman, highway drivers, city drivers, peddle drivers, dockmen, helpers and office staff," (6 employees in the unit).

1764-61-R: Hotel and Restaurant Employees and Bartenders International Union (Applicant) v. U.A.W. Educational Center (Port Elgin) (Respondent)

Unit: "all employees of the respondent at Port Elgin, save and except manager, manageress, persons above the rank of manager or manageress, and office staff."
(10 employees in the unit).

1777-61-R: United Brotherhood of Carpenters and Joiners of America, Local 2486 (Applicant) v. A. J. Barlow Construction (Respondent).

Unit: "all carpenters and carpenters' apprentices in the employ of the respondent in the City of Sudbury within a radius of thirty-five miles from the City of Sudbury Federal Building, save and except non-working foremen and persons above the rank of non-working foreman."
(4 employees in the unit).

1783-61-R: The United Brotherhood of Carpenters and Joiners of America (Applicant) v. The Foundation Company of Canada Limited (Respondent).

Unit: "all employees of the respondent at the Radar project in the Townships of McCrea and Neely, save and except non-working foremen, persons above the rank of non-working foreman, office staff and persons bound by subsisting collective agreements."
(57 employees in the unit).

1790-61-R: The United Brotherhood of Carpenters and Joiners of America, Local Union 1669 (Applicant) v. Drake Construction Co. Limited. (Respondent).

Unit: "all carpenters and carpenters' apprentices in the employ of the respondent at Sioux Lookout Radar Base in the District of Kenora, save and except non-working foremen, persons above the rank of non-working foreman"
(9 employees in the unit).

1795-61-R: General Truck Drivers Local Union No. 879, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Burlington Brick Company Limited (Respondent).

Unit: "all employees of the respondent at Burlington, save and except foremen, persons above the rank of foreman and office staff," (13 employees in the unit).

1799-61-R: Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union 880, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Dinsmore Construction Limited (Respondent).

Unit: "all employees of the respondent at Windsor, save and except foremen, persons above the rank of foreman, office and sales staff,"
(13 employees in the unit).

1805-61-R: Ready Mix, Building Supply, Hydro & Construction Drivers, Warehousemen and Helpers Local Union No. 230, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Lockyer Ready Mixed & Materials Limited (Respondent)

Unit: "all employees of the respondent working out of its plant in Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office staff" (5 employees in the unit).

1806-61-R: Retail, Wholesale and Department Store Union, AFL-CIO-CIO (Applicant) v. The Producers Dairy Limited (Respondent).

Unit #1: "all office employees of the respondent at Ottawa, save and except manager, persons above the rank of manager, private secretaries, chief accountant and persons regularly employed for not more than 24 hours per week" (35 employees in the unit)

The Board endorsed the Record in part as follows:

"For the purposes of clarity, the Board declares that the order department employees are included in the bargaining unit."

Unit #2. "all milk bar employees of the respondent at Ottawa, save and except office manager, persons above the rank of office manager, private secretaries, chief accountant and persons regularly employed for not more than 24 hours per week (5 employees in the unit).

1807-61-R: National Union of Public Service Employees (Applicant) v. Sunset Haven Welland County Home for the Aged (Respondent).

Unit: "all employees of the respondent at Welland, save and except department heads, persons above the rank of department head, office staff, registered nurses and employees regularly employed for not more than 24 hours per week" (70 employees in the unit).

1820-61-R: The Canadian Union of Operating Engineers (Applicant) v. St. Mary's General Hospital (Respondent).

Unit: "all stationary engineers employed by the respondent in its boiler room at its hospital in Kitchener, save and except the chief engineer," (4 employees in the unit)

1821-61-R: United Brotherhood of Carpenters and Joiners of America, Local Union 1190 (Applicant) v. Abraham Wygodny carrying on business under the firm name and style of A. W. Carpenter Contractor (Respondent).

Unit: "all carpenters and carpenters' apprentices of the respondent employed at or working out of Metropolitan Toronto, save and except non-working foremen and persons above the rank of non-working foreman."
(15 employees in the unit).

(SEE INDEXED ENDORSEMENTS page 179)

1843-61-R: International Leather Goods, Plastics & Novelty Workers' Union, Local No. 8 (Applicant) v. David Barry Company Limited (Respondent)

Unit: "all employees of the respondent at Toronto, save and except foremen, foreladies, persons above the rank of foreman and forelady and office staff,"
(23 employees in the unit).

CERTIFIED SUBSEQUENT TO PRE-HEARING VOTE:

1533-61-R: The Canadian Union of Operating Engineers (Applicant) v. Orenda Engines Limited (Respondent) v. National Union of Operating Engineers of Canada, District 50, U.M.W.A., Local 14922 (Intervener).

Unit: "all certified operating engineers and their uncertified helpers employed by the respondent at its plants at Halton in the operation of power plants including stationary steam engines, boilers, refrigeration units, compressors, steam turbines, air conditioning units, diesels, and similar equipment, save and except chief engineers and assistant chief engineers." (13 employees in the unit).
(Having regard to the special circumstances of this case).

Number of names on revised eligibility list		13
Number of ballots cast	13	
Number of ballots marked in favour of applicant	13	
Number of ballots marked in favour of intervener	0	

1534-61-R: Canadian Union of Operating Engineers (Applicant) v. Avro Aircraft Limited (Halton plants) (Respondent) v. National Union of Operating Engineers of Canada, District 50, U.M.W.A., Local 14922 (Intervener).

Unit: "all certified operating engineers and their uncertified helpers employed by the respondent at its plants at Malton in the operation of power plants including stationary steam engines, boilers, refrigeration units, compressors, steam turbines, air conditioning units, diesels, and similar equipment, save and except the chief engineers and assistant chief engineers." (16 employees in the unit). (Having regard to the special circumstances of this case).

Number of names on revised eligibility list		11
Number of ballots cast	11	
Number of ballots marked in favour of applicant	10	
Number of ballots marked in favour of intervener	1	

1640-61-R: Windsor Typographical Union No. 553 (Applicant)
v. Curtis Company Limited (Respondent).

Unit: "all employees of the respondent at Windsor engaged in composing room work, save and except non-working foremen and persons above the rank of non-working foreman," (4 employees in the unit).

Number of names on revised eligibility list		3
Number of ballots cast	3	
Number of ballots marked in favour of applicant	3	
Number of ballots marked as opposed to applicant	0	

1710-61-R: Canadian Union of Operating Engineers (Applicant)
v. Canadian Bridge Works, Dominion Steel and Coal Corporation Limited (Respondent)

Unit: "all licensed stationary engineers employed by the respondent in its No. 1 and 2 plants at Windsor performing the duties of shift engineers including the chief shift engineers," (8 employees in the unit)
(Having regard to the special circumstances)

Number of names on revised eligibility list		7
Number of ballots cast	7	
Number of ballots marked in favour of applicant	7	
Number of ballots marked in favour of International Union of Operating Engineers, A.F. of L.	0	

CERTIFIED SUBSEQUENT TO POST-HEARING VOTE

887-60-R: Canadian Union of Operating Engineers (Applicant)
v. Ontario Steel Products Company Limited, Division C
(Respondent) v. Local 944, International Union of Operating
Engineers (Intervener).

Unit: "all stationary engineers in the employ of the
respondent operating and maintaining equipment requiring
stationary engineers's certificates in its plant at Chatham."
(5 employees in the unit).

(See Indexed endorsement page 174)

Number of names on eligibility list		5
Number of ballots cast	5	
Number of ballots marked in favour of applicant	4	
Number of ballots marked in favour of intervener	1	

1405-61-R: International Union, United Automobile Aircraft
and Agricultural Implement Workers of America (UAW) (Applicant)
V. Fisher & Ludlow (Canada) Ltd. (Respondent).

Unit: "all employees of the respondent at Hamilton, save
and except foremen, persons above the rank of foreman and
office staff," (24 employees in the unit)

(In view of the representations of the parties and the
circumstances of this case)

Number of names on revised eligibility list		24
Number of ballots cast	24	
Number of ballots marked in favour of applicant	17	
Number of ballots marked in favour of Fisher & Ludlow Social Club	7	

1546-61-R: District 50, United Mine Workers of America
(Applicant) v. Varcum Chemical Corp. (Canada) Ltd.
(Respondent).

Unit: "all employees of the respondent at Lindsay, save
and except foremen, persons above the rank of foreman and
office and sales staff," (13 employees in the unit)

1546-61-R: Continued.

Number of names on revised eligibility list		11
Number of ballots cast		11
Number of spoiled ballots	1	
Number of ballots marked in favour of applicant	8	
Number of ballots marked against applicant	2	

1570-61-R: District 50, United Mine Workers of America (Applicant) v. I.K.O. Asphalt Roofing Products Ltd. (Respondent).

Unit: "all employees of the respondent at Brampton, save and except foremen, persons above the rank of foreman and office and sales staff,"
(17 employees in the unit).

Number of names on revised eligibility list		19
Number of ballots cast		19
Number of ballots marked in favour of applicant	13	
Number of ballots marked as opposed to applicant	6	

Applications for Certification Dismissed no Vote Conducted

616-60-R: Sudbury and District General Workers' Union, Local 902 of the International Union of Mine Mill and Smelter Workers (Applicant) v. Edwards Sudbury Limited (Respondent).

Unit: "all employees of the respondent at Sudbury, Chelmsford, Little Current and Algoma Mills, save and except foremen, persons above the rank of foreman, office staff, persons regularly employed for not more than 24 hours per week and students hired for the school vacation period,"
(42 employees in the unit)

647-60-R: M. Loeb Limited Employees Benefit Organization (Applicant) v. M. Loeb Limited (Ottawa) (Respondent) v. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 419, Warehousemen and Miscellaneous Drivers (Intervener). (97 employees).

(SEE INDEXED ENDORSEMENTS PAGE 172)

895-60-R: The Canadian Union of Operating Engineers (Applicant) v. Ontario Paper Co. Ltd. (Thorold Steamplant) (Respondent) v. Local Union No. 413, United Association of Plumbers & Steam Fitters; United Brotherhood of Carpenters and Joiners of America; Int' l Brotherhood of Firemen & Oilers, Local 329; The International Brotherhood of Pulp, Sulphite and Paper Mill Workers; International Association of Machinists; International Union of Operating Engineers, Local 232; United Papermakers and Paperworkers; Local Union 914, International Brotherhood of Electrical Workers (Intervenors). (26 employees in the unit).

(SEE INDEXED ENDORSEMENTS PAGE 176)

963-61-R: Textile Workers Union of America, CLC, AFL-CIO (Applicant) v. Trimfit Company Ltd. (Respondent).

Unit: "all employees of the respondent in the Township of Etobicoke, save and except foremen, foreladies, persons above the ranks of foreman and forelady, and office and sales staff," (19 employees in the unit).

On July 28, 1961, Board Member E. Boyer dissented and said:

"I dissent. In view of the circumstances which led up to the preparation of the document submitted to the Board as indicative of opposition by some of the employees to the application of the applicant, I am not prepared to hold that the document weakens the evidence of membership submitted by the applicant which would make it necessary for the Board to seek the confirmatory evidence of a representation vote in this case. I would certify the applicant."

On August 28th, 1961, the Board endorsed the Record as follows:

"Although the applicant has requested leave to withdraw its application herein, the Board, following its usual practice in such cases, dismisses the application.

The attention of the parties is drawn to the Mathias Ouellette Case (1955) C.C.H. Canadian Labour Reporter, Transfer Binder 1955-59 ¶16026, C.L.S. 76-485."

1005-61-R: Teamsters International Union Local 990, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Valley Camp Coal Company of Canada Limited (Mission & Kam Docks at Fort William) (Respondent). (16 employees).

1005-61-R: Continued

The Board endorsed the Record as follows:

"Having regard to the nature of the respondent's operations and the employment history of the persons that would fall into the bargaining unit proposed by the applicant, the Board finds that such proposed unit is not an appropriate one in the circumstances of this case."

Board Member G. Russell Harvey said:

"I would find in the circumstances of this case that a drivers unit is distinguishable and appropriate because the drivers operate as such for eight months of the year. I would therefore have certified the applicant for such a unit."

1112-61-R: International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW) (Applicant) v. Somerville Limited (Scarborough) (Respondent). (3 employees)

The Board endorsed the Record as follows:

"The Board finds that the three employees affected by this application are not security guards who come within the provisions of section 9 of The Labour Relations Act. There is a collective agreement in effect between the present applicant and the present respondent, the scope clause of which reads as follows:

The Company recognizes that the Union is the sole and exclusive bargaining agent for all employees of the Company at its Scarborough plant, save and except Foremen, all those above the rank of Foreman, Display Division employees, office staff and security guards.

In view of our finding as to the status of the three employees affected, they must be deemed to be bound by this collective agreement. Having regard to the principles set out in the Loblaw Groceries Case (1944) D.L.S. 7-1115, the application is dismissed."

1341-61-R: Local 944, International Union of Operating Engineers (Applicant) v. Canadian Linen Supply Company Limited (Windsor plant) (Respondent). (2 employees).

The Board endorsed the Record as follows:

"The Board finds that all stationary engineers employed by the respondent in the operation of its boiler room and the maintenance of plant equipment at its plant at Windsor do not constitute a unit of employees of the respondent appropriate for collective bargaining."

[This case involved the partial displacement of an incumbent union.]

1651-61-R: District 50, United Mine Workers of America (Applicant) v. IGA Foodliner (Windsor, Ontario) (Respondent).

Unit: "all employees of the respondent at 1295 Grand Narais Road South, Windsor, save and except store manager, persons above the rank of store manager, office staff and persons regularly employed for not more than 24 hours per week" (9 employees in the unit).

17,531-59: International Hod Carriers' Building and Common Labourers' Union of America, Local 493 (Applicant) v. Pioneer Construction Company Limited (Sudbury and within a 35 mile radius from the City of Sudbury Federal Building) (Respondent).

Unit: "all employees of the respondent in the City of Sudbury and within a radius of thirty-five miles from the City of Sudbury Federal Building, save and except non-working foremen, persons above the rank of non-working foreman and office staff." (43 employees in the unit).

The Board endorsed the Record in part as follows:

"For the purposes of clarity the Board declares that the exclusion of non-working foremen from the bargaining unit is based on the special circumstances of this case."

On August 24th, 1961, the Board further endorsed the Record as follows:

17,531-59: continued.

"On December 8, 1960, the Board directed that a representative vote be taken in this matter, but it has been impossible to conduct the vote because the respondent has suspended its operations and, for some considerable time, has had no employees in the unit found by the Board to be appropriate. In these circumstances and on considering the representations of the parties this proceeding is terminated."

20,493-60: Chef Boy-Ar-Dee Employees' Association (Applicant)
v. Canadian Home Products Limited (Niagara Falls) (Respondent).
(37 employees).

The Board endorsed the Record as follows:

"The evidence presented to the Board on behalf of the applicant is to the effect that employees of the respondent company who became members of the applicant signed a payroll deduction slip which was filed with the respondent company and the company had been deducting from the wages of the employees who signed such slips the amount of fifty cents per month per person for several months before the filing of the application. The sums so deducted were transmitted to the applicant and used to defray the expenses of the applicant. Meetings of the applicant association have been held on the premises of the respondent with the permission of management and notices of the meetings have been posted on the respondent company's bulletin board, also with the permission of management.

From this evidence it is apparent that the applicant association has received financial and other support from the respondent company. The Board is therefore precluded under subsection 10 of The Labour Relations Act (formerly section 9) from certifying the applicant. The application is accordingly dismissed.

Applications for Certification Dismissed Subsequent to Vote.

Pre-Hearing Votes

1248-61-R: International Hod Carriers' Building and Common Labourers' Union of America, Local 493 (Applicant) v. E. Taillefer Construction (Respondent)

Voting Constituency:

"all construction labourers in the employ of the respondent in the Town of Sturgeon Falls and within a radius of ten miles from the Sturgeon Falls post office, save and except non-working foremen, and persons above the rank of non-working foreman." (7 employees).

Number of names on revised eligibility list		7
Number of ballots cast	0	

1251-61-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 419, Warehousemen and Miscellaneous Drivers (Applicant) v. National Grocers Company Limited (Respondent) v. Retail, Wholesale and Department Store Union, AFL:CIO:CLC (Intervener)

Voting Constituency "all employees of the respondent at its Mimico branch, save and except foremen, persons above the rank of foreman, office staff, sales staff and banana technicians" (58 employees in the unit)

Number of names on revised eligibility list		48
Number of ballots cast	47	
Number of ballots marked in favour of applicant	24	
Number of ballots marked in favour of intervener	23	

1402-61-R: Hotel and Restaurant Employees and Bartenders International Union Local 412 (Applicant) v. Algonquin Hotel (Respondent)

Voting Constituency:

"All employees of the respondent in Sault Ste. Marie, save and except manager, persons above the rank of manager, office staff, musicians, entertainers and persons employed for not more than 24 hours per week." (19 employees in the unit)

1402-61-R:continued.

Number of names on eligibility list		14
Number of ballots cast	14	
Number of ballots marked in favour of applicant	3	
Number of ballots marked as opposed to applicant	8	
Number of ballots segregated and not counted	3	

1560-61-R: Canadian Union of Operating Engineers (Applicant) v. H.J. Heinz Company of Canada Limited (Respondent) v. Local 944, International Union of Operating Engineers (Intervener).

Voting Constituency:

"all stationary engineers, firemen, apprentices and helpers employed by the respondent at its plant in Leamington, save and except the chief power house engineer and the chief factory engineer."
(16 employees in the unit).

Number of names on revised eligibility list		16
Number of ballots cast	16	
Number of ballots marked in favour of applicant	7	
Number of ballots marked in favour of intervener	9	
<u>Certification Applications Dismissed after a Post-Hearing Vote</u>		

569-60-R: Laundry, Dry Cleaning and Dye House Workers International Union Local 351 (Applicant) v. Ideal Laundry of North Bay Limited (North Bay) (Respondent).

Unit: "all employees of the respondent at North Bay, save and except foremen, persons above the rank of foreman, office staff, drivers and retail store employees,"
(15 employees in the unit).

Number of names on revised eligibility list		14
Number of ballots cast	14	
Number of ballots marked in favour of applicant	1	
Number of ballots marked as opposed to applicant	13	

999-61-R: The Ottawa Newspaper Guild, Local 205, American Newspaper Guild, (AFL-CIO, CLC) (Applicant) v. The Journal Publishing Company of Ottawa, Limited. (editorial department, Ottawa) (Respondent).

Unit: "all employees of the editorial department of the respondent, save and except managing editor, assistant managing editor, city editor, general news editor, associate editor, sports editor, night editor, social editor and persons above the ranks of managing editor, assistant managing editor, city editor, general news editor, associate editor, sports editor, night editor, social editor, persons regularly employed for not more than twenty-four hours per week, students hired for the school vacation period or while attending university, secretary to the president, secretary to the managing editor and contributors on a free lance basis" (55 employees in the unit)

Number of names on revised eligibility list	46
Number of ballots cast	45
Number of ballots marked in favour of applicant	16
Number of ballots marked as opposed to applicant	29

1134-61-R: The United Brotherhood of Carpenters and Joiners of America (Applicant) v. A.F. Campbell and Son Ltd. (Respondent) v. A. F. Campbell and Son Limited Employees' Union (Intervener)

Unit: "all employees of the respondent at Arnprior, save and except foremen, persons above the rank of foreman, office staff and watchmen." (45 employees in the unit).

Number of names on revised eligibility list	52
Number of ballots cast	52
Number of ballots segregated (not counted)	7
Number of ballots marked in favour of applicant	13
Number of ballots marked in favour of intervener	32

1337-61-R: United Steelworkers of America (Applicant) v. Lurkin Rule Company of Canada Limited (Respondent).

Unit: "all employees of the respondent at Barrie, save and except foremen, persons above the rank of foreman, office and sales staff, and persons regularly employed for not more than 24 hours per week," (24 employees)

1337-61-R: continued

Number of names on revised eligibility list		24
Number of ballots cast	22	
Number of ballots marked in favour of applicant	6	
Number of ballots marked as opposed to applicant	16	

1589-61-R: General Truck Drivers, Local 879, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. Beam Building & Supply Company Limited (Respondent)

Unit: "all employees of the respondent at Port Colborne, save and except foremen, persons above the rank of foreman and office and sales staff," (10 employees in the unit)

Number of names on revised eligibility list		12
Number of ballots cast	12	
Number of ballots marked in favour of applicant	5	
Number of ballots marked as opposed to applicant	7	

APPLICATIONS FOR CERTIFICATION WITHDRAWN DURING August 1961

492-60-R: Lumber and Sawmill Workers' Union, Local 2693, of the United Brotherhood of Carpenters & Joiners of America (Applicant) v. Supercrete (Ontario) Limited (Respondent) v. Local Union 1669, United Brotherhood of Carpenters & Joiners of America (Intervener).

Unit: "all employees of the respondent at Fort William and Port Arthur and at its plant near Strawberry Creek in Ware Township, save and except foremen, persons above the rank of foreman, office staff, sales staff, persons regularly employed for not more than 24 hours per week, and students hired for the school vacation period." (33 employees in the unit)

On February 20, 1961, the Board endorsed the Record in part as follows:

"The Board directs that if carpenters, joiners, millwrights or their apprentices appear to vote, their ballots will be segregated and the ballot box sealed.

The Returning Officer is appointed an Examiner to enquire into and report to the Board on the composition of the bargaining unit and more particularly, but without restricting the generality of the foregoing:

(a) to enquire into the question as to whether carpenters, joiners, millwrights and their apprentices are covered by the collective agreement between the respondent and Lakehead Concrete, Block and Brickworkers Independent Union;

(b) to enquire into whether the respondent is bound by the collective agreement between Local Union 1669, United Brotherhood of Carpenters and Joiners of America, and the Lakehead Builders' Exchange made on the 5th day of March, 1959.

The matter is referred to the Registrar, and the Registrar is directed to notify the Lakehead Builders' Exchange of this endorsement, and the Lakehead Builders' Exchange is to be given an opportunity to appear and make representations before the Examiner.

On August 16, 1961, the Board further endorsed the Record as follows:

"Application withdrawn by leave of the Board."

1382-61-R: The United Brotherhood of Carpenters and Joiners of America, Local Union 1669 (Applicant) v. Polar Equipment Company Limited (Kenora) (Respondent).

1623-61-R: United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada. Local 67, 1636 Barton Street East, Hamilton, Ontario (Applicant) v. Metro Plumbing, 3185 Bathurst Street, Toronto, Ontario (Apartment projects at Barton Street, Hamilton, and apartment project on Lochawak Road and 37th Street, Hamilton) (Respondent) (6 employees).

1670-61-R: Teamsters Local Union No. 230, Ready-Mix, Building Supply, Hydro & Construction Drivers, Warehousemen & Helpers, I.B. of T. C. W. & H. of A. (Applicant) v. General Trucking (Copper Cliff) (Respondent) (7 employees).

1769-61-R: Milk and Bread Drivers, Dairy Employees Caterers and Allied Employees, Local Union No. 647 (Applicant) v. Vendo Matic Services Limited (Metropolitan Toronto) (Respondent) v. Retail, Wholesale and Department Store Union (Intervener) (14 employees).

The Board endorsed the Record as follows:

"On the request of the applicant and with the consent of the respondent and the intervener, leave is granted to the applicant to withdraw its application."

1770-61-R: Christian Trade Unions of Canada (Applicant)
v. Pioneer Petroleum (Barton and Crooks Streets, Hamilton)
(Respondent)

1776-61-R: The Canadian Union of Operating Engineers
(Applicant) v. Superior Cloak Company (Toronto)
(Respondent) v. International Union of Operating Engineers
Local 796 (Intervener). (2 employees).

1800-61-R: International Hod Carriers' Building and
Common Labourers' Union of America, Local 527 (Applicant)
v. Camston Limited (Ottawa) (Respondent).
(4 employees)

1826-61-R: United Brotherhood of Carpenters and Joiners
of America, Local Union 1758 (Applicant) v. Angus L.
MacDonald Construction Limited (Cornwall) (Respondent).
(3 employees)

1852-61-R: Fur Workers' Union, Local 68 (Applicant) v.
Ogner Fur Cleaning Co. Ltd. (Toronto) (Respondent)
(6 employees)

16,730-58: United Brotherhood of Carpenters, Joiners,
Millmen and Lumberyard Workers of America, Local 2737
(Applicant) v. Davis Forest Products Ltd. (St. Catharines)
(Respondent)

Unit: "all employees of the respondent in the St.
Catharines Area, save and except foremen, persons above
the rank of foreman, and office and sales staff."
(3 employees in the unit)

On February 12th 1959, the Board endorsed the Record as
follows:

"If the Board were to find that the
persons referred to in the report of the
examiner as being engaged in unloading box
cars were not employees of the respondent,
the bargaining unit would on the date of
the application consist of one person namely
T. McCool and under section 6(1) of The
Labour Relations Act the application would
have to be dismissed.

On the other hand, if the Board were to
find that the persons referred to in the examiner's
report were, when engaged in unloading box cars,
employees of the respondent, the bargaining unit
would consist of three persons namely T. McCool,
H. Bauser and D. Gibson. Assuming the latter
to be the case, the Board is satisfied that less
than 45% of the employees in the bargaining unit are

16,730-58: continued

members of the applicant.

In the result therefore, the application is dismissed.

On March 17th, 1960, the Board further endorsed the Record as follows:

"After carefully considering all the evidence and the representations of the parties the Board revokes its decision of February 12th, 1959 and substitutes therefor the following:

"The Board finds that all employees of the respondent at St. Catharines engaged in unloading lumber, save and except foremen, persons above the rank of foreman and office and sales staff, constitute a unit of employees of the respondent appropriate for collective bargaining.

The Board further finds, on the basis of all the evidence before it, that more than forty-five per cent of the employees in the bargaining unit are members of the applicant.

A representation vote will be taken of all employees of the respondent at St. Catharines who have engaged in unloading lumber on at least one occasion during the period from January 18th, 1960 and the date of this direction, both dates inclusive."

On June 1st, 1960 the Board further endorsed the Record as follows:

"Having regard to the representations of the parties and to all the circumstances of this case, the Board amends its decision of March 17, 1960 by inserting before the word 'employees' in the first line of the second paragraph

second line of the fourth paragraph the word 'casual', so that the second and fourth paragraphs shall now read as follows:

"The Board find that all casual employees of the respondent at St. Catharines engaged in unloading lumber, save and except foremen, persons above the rank of foreman and office and sales staff, constitute a unit of employees of the respondent appropriate for collective bargaining.

A representation vote will be taken of all casual employees of the respondent at St. Catharines who have engaged in unloading lumber on at least one occasion during the period from January 18th, 1960 and the date of this direction, both dates inclusive."

"For purposes of clarity the Board declares that its direction with respect to the dates for ascertaining the eligibility of voters stands unchanged.

With respect to the Board's finding that the persons engaged in unloading lumber on a casual basis are employees, the Board gave very careful consideration to the submissions of the respondent but, on the basis of all the evidence before it including, among other things, the statements by the employees directly concerned as to the method of payment (see Supplementary Report of the Examiner which was not challenged in any way), was unable to agree with those submissions."

On August 8th, 1961, the Board further endorsed the Record as follows:

"Application withdrawn by leave of the Board."

APPLICATION FOR TERMINATION OF BARGAINING RIGHTS DISPOSED OF DURING THE MONTH OF AUGUST

702-60-R: Stanley Woznicki (Applicant) v. United Steelworkers of America Local 4035 (Respondent) v. Dominion Manufacturers Limited (Intervener). (Dismissed). (49 employees).

(Re: Dominion Manufacturers Limited,
London, Ontario)

Number of names on revised eligibility list		38
Number of ballots cast		34
Number of ballots marked in favour of respondent	29	
Number of ballots marked as opposed to respondent	5	

1211-61-R: George Summers Sr. (For Employees of Cornwall Brass & Iron Foundries Ltd.) (Applicant) v. International Molders and Foundry Workers Union of North America Local 456 (Respondent) (Granted) (18 employees)

(Re: Cornwall Brass & Iron Foundries Limited,
Cornwall, Ontario)

1211-61-R: continued.

Number of names on revised eligibility list		19
Number of ballots cast		19
Number of ballots marked in favour of respondent	4	
Number of ballots marked as opposed to respondent	15	

1379-61-R: Standard Steel Office Workers (Applicant) v.
United Steel Workers of America (Respondent) (Granted)
(21 employees).

Number of names on revised eligibility list		23
Number of ballots cast		23
Number of spoiled ballots	1	
Number of ballots marked in favour of respondent	3	
Number of ballots marked as opposed to respondent	19	

1444-61-R: The Employees of Amerwood Limited (formerly Amerwood
(Eastern) Canada Limited) save and except foremen, persons above
the rank of foreman, and office staff (Applicant) v.
International Woodworkers of America (Respondent). (Dismissed)
(18 employees)

(Re: Amerwood Limited (formerly Amerwood
(Eastern) Canada Limited,
Owen Sound, Ontario.)

Number of names on revised eligibility list		17
Number of ballots cast		17
Number of ballots marked in favour of respondent	9	
Number of ballots marked as opposed to respondent	8	

1676-61-R: Albert Lloyd Plummer (Applicant) v. The United
Electrical Radio and Machine Workers of America (Respondent)
v. Reliance-Reeves-Master Limited (Intervener) (Granted)
(44 employees)

(Re: Reliance-Reeves-Master Limited,
Stratford, Ontario)

The Board endorsed the Record in part as follows:

1676-61-R: continued.

"The respondent has informed the Board that it does not desire to continue to represent all the employees of Reliance-Reeves-Master Limited at Stratford, save and except foremen, persons above the rank of foreman, and office and sales staff for which it was certified by the Board as bargaining agent.

In accordance with the provisions of section 43 (6) of The Labour Relations Act, the Board declares that the respondent no longer represents the employees of Reliance-Reeves-Master Limited at Stratford for which it has heretofore been the bargaining agent."

1785-61-R: Employees of Alexandra Hospital (Applicant) v. London and District Building Service Workers Union - Local 220 B.S.E.I.U. (Respondent) v. Alexandra Hospital (Intervener) (Dismissed).
(38 employees)

(Re: Alexandra Hospital,
Ingersoll, Ontario.)

The Board endorsed the Record as follows:

"Since a collective agreement between the respondent union and the intervener was entered into on September 9, 1960 having effect from September 1, 1960 to October 31, 1961, this application is untimely under section 43 (2) (a) of The Labour Relations Act. The application is accordingly dismissed."

20094-60: Burns & Co. Limited (Applicant) v. Local Union No. 415, Amalgamated Meat Cutters and Butcher Workmen of North America, A.F. of L.-C.I.O. (Respondent). (Dismissed).

(Re: Burns & Co. Limited,
Kenora, Ontario)

APPLICATIONS UNDER SECTION 79 DISPOSED OF DURING AUGUST

1832-61-M: Retail, Wholesale and Department Store Union, Local 414, of The Retail, Wholesale & Dept. Store Union (Applicant) v. Industrial Food Services Division of Canadian Food Products Sales Limited (Oakville) (Respondent). (Withdrawn).

APPLICATIONS FOR DECLARATION THAT STRIKE UNLAWFUL DISPOSED OF DURING AUGUST

1100-61-U: Western Freight Lines Limited (Dixie) (Applicant) v. General Truck Drivers' Union, Local No. 938, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Respondent). (Dismissed)

The Board endorsed the Record as follows:

"This is an application for a declaration that the respondent trade union called or authorized an unlawful strike. There is no evidence before the Board that the respondent called an unlawful strike. Assuming, without deciding, that an unlawful strike did take place and that the applicant's interpretation of the word "authorized" is correct, the Board is unable to find on the evidence before it that the respondent trade union authorized an unlawful strike. The application is dismissed."

1101-61-R: Western Freight Lines Limited (Dixie) (Applicant) v. A. Ainsley et al (Respondents), (Dismissed in part, Withdrawn in part).

The Board endorsed the Record as follows:

"Leave is granted to the applicant to withdraw the application in so far as it relates to Ronald Cherry, Frank Howard and Harry McNichol.

Assuming, but without deciding, that the remaining employees named in the application engaged in a strike and that the strike was unlawful, the question arises as to whether a declaration should issue in the circumstances of this case. It is clear that the work stoppage which forms the subject of the complaint terminated on April 24th and there has been no recurrence since that time and no threat of a recurrence. The applicant seeks to bring itself within the exceptions to the Board's normal policy of refraining from issuing a declaration where the strike has terminated prior to the hearing of the case.

1101-61-R: continued.

(See the Ball Bros. Limited Case, (1957), C.C.H. Canadian Labour Law Reporter, Transfer Binder (1955-59), ¶16,091; C.L.C. 76-756; and Western Tire and Auto Supply Limited (1959) C.C.H. Canadian Labour Law Reporter, Transfer Binder (1955-59), ¶16,134; C.L.C. 76-638). The applicant argues that in April, 1959, eight of the present named respondents engaged in an unlawful strike and from this it is submitted that the applicant has reasonable grounds for fearing that its operations may again be interrupted in similar fashion.

However, it is clear that the strike which occurred in 1959 was one resulting from very different circumstances than those brought out in the present case. Here the work stoppage occurred as the result of a protest by the employees over the applicant company's decision not to employ a union steward as a driver. In the 1959 strike the whole membership of Local 938 (a composite local) was involved and the issue revolved around a complicated legal question as to whether Local 938 was a party to and bound by a collective agreement. There is no evidence before the Board that the applicant's employees have ever previously engaged in an unlawful strike to resolve a grievance real or imagined. It is difficult, therefore, to see how it could be argued that the applicant has reasonable grounds for fearing that its operations may again be interrupted in "similar fashion".

It is not without interest to note the absence in this case of some of the factors which were present in the Falconbridge Nickel Mines Limited Case (1960) C.C.H. Canadian Labour Law Reporter, Vol. I ¶16,180; C.L.C. 76-704, where the Board issued a declaration although the work stoppage was over. Thus, unlike the Falconbridge Case, the men went back to work as a result of a settlement and not because of an injunction against picketing. Again, there is no evidence of pattern, no close proximity of time between the work stoppages and no suggestion of a spread of the stoppage to other operations of the company. In fact employees of the respondent at its Chatham terminal were permitted to cross the picket line and return to Chatham.

After carefully considering all the circumstances of this case, we are of the opinion that this is not a case in which a declaration should issue and the application is therefore dismissed."

Board Member, R.W. Teagle dissented and said:

"I dissent. I would have granted the declaration against the named respondents with a few exceptions which, in view of the decision of the majority, it is not necessary to spell out in detail"

1796-61-U: Walmer Transport Company Limited (Hamilton) (Applicant) v. General Truck Drivers' Union Local 879 Affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, (Respondent). (Withdrawn)

1839-61-U: Walmer Transport Company Limited (Hamilton) (Applicant) v. J. Petrie et al (Respondents). (Withdrawn)

APPLICATIONS FOR CONSENT TO PROSECUTE DISPOSED OF
DURING AUGUST

1102-61-U: Western Freight Lines Limited (Dixie) (Applicant) v. General Truck Drivers' Union, Local No. 938, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Respondent). (Dismissed)

The Board endorsed the Record as follows:

"This is an application for leave to prosecute the respondent for calling and authorizing an unlawful strike.

While in the Byers Construction Co. Limited Case, (1957) C.C.H. Canadian Labour Law Reporter, Transfer Binder (1955-59) 16,088 C.L.C. 76-572, the Board said that 'on an application for consent to institute a prosecution, this Board is not called upon to determine whether the evidence is sufficiently conclusive to warrant the conviction of the respondent,' the Board has generally insisted that the applicant establish a prima facie case.

On the evidence in the present case there is no doubt in our minds that the applicant has failed to establish a prima facie case. The application is dismissed.

1103-61-R: Western Freight Lines Limited (Applicant) v. Albert Ainsley et al (Respondents)

The Board endorsed the Record as follows:

"Application granted for twenty-eight of the named respondents, dismissed for one of the named respondents and withdrawn for three named respondents."

Board Member E. Boyer dissented and said:

"I dissent. In the circumstances of this case I would not have granted leave to prosecute."

1104-61-U: Western Freight Lines Limited (Dixie) (Applicant)
v. William Davidson and Frank Warden (Respondents).

The Board endorsed the Record as follows:

"Application granted for one of the
named respondents and dismissed for one of the
named respondents."

(SEE INDEXED ENDORSEMENTS PAGE 130).

1627-61-U: National Union of Public Employees (Applicant) v.
Ottawa Sanitation Services Limited (Respondent). (Dismissed)

APPLICATIONS UNDER SECTION 65 UNFAIR LABOUR PRACTICES
DISPOSED OF DURING AUGUST, 1961

1192-61-U: Textile Workers Union of America (Applicant) v.
Trimfit Company Ltd.

1391-61-U: Textile Workers Union of America (Applicant) v.
Trimfit Company Ltd.

1653-61-U: United Textile Workers of America (Applicant) v.
Lees Hamilton Limited.

1654-61-U: Hotel and Restaurant Employees and Bartenders
International Union Local 412 (Applicant) v. Algonquin Hotel.

1778-61-U: London & District Building Service Workers Union,
Local 220 (Applicant) v. St. Joseph's Hospital (Respondent).

1779-61-U: London & District Building Service Workers Union,
Local 220 (Applicant) v. St. Joseph's Hospital (Respondent).

1780-61-U: London & District Building Service Workers Union,
Local 220 (Applicant) v. St. Joseph's Hospital (Respondent).

1802-61-U: Christian Trade Unions of Canada (Applicant) v.
Simon P. Runia Manufacturing Company (Burlington) (Respondent).

CERTIFICATION INDEXED ENDORSEMENT

647-60-R: M. Loeb Limited Employees Benefit Organization
(Applicant) v. M. Loeb Limited (Ottawa) (Respondent) v.
International Brotherhood of Teamsters, Chauffeurs, Warehousemen
and Helpers, Local 419, Warehousemen and Miscellaneous Drivers
(Intervener). (Dismissed August 1961)

The Board endorsed the Record as follows:

1. The President and Secretary-Treasurer of the
applicant organization both testified at the hearing that it was
their understanding that if their organization was not certified
that all membership fees would be refunded. Neither of them

could say, however, whether this was or was not a condition which was stipulated at the time of payment. Also, they could not recall whether this was or was not discussed at the organizational meeting. Further, neither of these witnesses could give any definite explanation as to the meaning of the notice contained in the application for membership. This notice reads as follows:- "Fees paid are deposited and held in trust, and will be returned to said applicant if full membership is not effected".

2. The evidentiary value of money payments made conditional upon the success of an application for certification is well-established. As the Board said in the DeLaval Case C.C.H. Canadian Labour Law Reporter, 1949-54, Transfer Binder ¶17,031, p. 13,051,

"Such a payment is not evidence of membership; at best, it is evidence of a willingness to become a member in a certain eventuality."

(See also Parmenter & Bulloch Mfg. Co. Limited, C C H Canadian Labour Law Reporter, 1949-54 Transfer Binder ¶17,038).

3. Having regard to the vague and unsatisfactory nature of the evidence given by the President and Secretary-Treasurer of the applicant we are not satisfied that the payments of initiation fees were made unconditionally without regard to the outcome of the application. The applicant has, therefore, failed to meet the Board's requirements as to proof of membership. In the result, the application must be dismissed.

Board Member D.B. Archer said:

"The evidence of membership in this case consisted of membership cards which contained the following wording on the bottom of the card

"NOTICE: Fees paid are deposited and held in trust, and will be returned to said applicant if full membership is not effected."

The President and Secretary-Treasurer of the applicant were asked what was meant by the above statement. Secretary-Treasurer Berlinquette answered in reply to a question that he was convinced that the last two lines mean that they will get their money back if they are not certified. Mr. Lucas, President, said "They knew that they would get their money back if they did not receive certification". Both men in reply to questions could not remember whether the effect of the last statement had been discussed at any meeting.

647-60-R: continued.

In my opinion this is conditional payment and has always been fatal to an application for certification. Since every signer of the application card saw the notice it can reasonably be assumed that they too believed they were paying a dollar and joining the applicant conditional on certification. I see no reason why the Board should depart from its strict policy in this case. There seems to be no extenuating factors that would suggest any other course. I would therefore dismiss the application.

887-60-R: Canadian Union of Operating Engineers (Applicant)
v. Ontario Steel Products Company Limited, Division C (Respondent)
v. Local 944, International Union of Operating Engineers
(Intervener) (Granted August 1961)

The Board endorsed the Record as follows:

On April 14th, 1961, the Board directed the taking of a pre-hearing representation vote of employees in the bargaining unit. The Registrar directed all interested persons to refrain and desist from propaganda and electioneering from midnight of Thursday, the 20th day of April, 1961, until the vote was taken. The pre-hearing representation vote was held on April 24th and less than a majority of those eligible to vote cast their ballots in favour of the applicant union. For the purposes of this vote, the voters' list contained the names of 5 persons in the bargaining unit who were eligible to vote. Two of these persons cast their ballots in favour of the applicant and three in favour of the intervener union.

On April 22nd, and within the no-propaganda period, an eligible voter, one, Gordon Avery, displayed to two other eligible voters a photostatic copy of a newspaper clipping which had appeared in the Toronto Daily Star as a letter to the editor from one, Douglas Carr. The document reads as follows:-

"Cubans Will Fight To Death For Their
Revolution"

Sir: While not agreeing with one statement in your editorial "Wrong Way to Fight Castro" (April 12), namely, "that Fidel Castro had betrayed the democratic ideals he championed while a hunted rebel in the mountains," I wish to congratulate The Star for both the editorial and the cartoon which dealt with American intervention in Cuba.

With three other Canadians I visited Cuba recently. We went wherever we wanted to go. There is no persecution of the Church, and Cubans enjoy freedom of worship. We saw the truly appalling poverty in which many people live and the measures taken by the revolutionary government to eliminate these conditions. It is truly marvellous what has been accomplished in two years to overcome the effects of over four centuries of neglect, exploitation and cruelty.

There are schools, hospitals, playgrounds, swimming pools, sport centres, libraries, recreation centres and houses going up all over the island. One hundred industries are planned for the next five years. There is absolutely no race discrimination. The spirit of the people is impressive. From boys and girls of 15 years to elderly men and women, they are armed to the teeth and resolutely determined to defend their country and their revolution from attack from any quarter.

The Cubans are resolved that they will die fighting rather than return to the horrible conditions which prevailed under the hated Batista, who was supported by the United States.

That which is developing and unfolding in Cuba is of more importance to us than trying to maintain "our American way of life," which, in effect, means supporting reaction at home and every shabby, little corrupt dictatorship abroad.

DOUGLAS CARR
Hawkins Drive "

There was also some handwriting at the foot of the document which indicated that Douglas Carr was the President of the Canadian Union of Operating Engineers, the applicant in this case.

Avery showed the letter to the one employee at work and to the other at the employee's place of residence. He apparently drove to the latter employee's residence for the sole purpose of showing him the document. Upon producing the document to each of the two persons, a discussion took place in which Avery stated that the letter was indicative of the political ideas of the president of the applicant union. According to one of these employees, Avery said to him "now does it not look as though Douglas Carr has communists ideas"? According to the other, Avery said that the document indicated "that Carr has socialist rather than democratic ideas".

While there is no probative evidence to link the origination of the document with the intervener union, it is important in the assessment of the likely affect of the document to have regard to the fact that Avery indicated to at least one of the employees that he had received it from the intervener.

The relevant provision of section 42 of the Board's Rules of Procedure, are as follows:

Where the Board directs the taking of a representation vote and refers the matter to the registrar, the registrar may, subject to the provisions of the reference,--

(j) direct all interested persons to refrain and desist from propaganda and electioneering during the day or days the vote is taken and for seventy-two hours before the day on which the vote is commenced.

It is clear that Avery is an "interested person" affected by the prohibition against propaganda within the meaning of section 42 (j) of the Rules. It is also manifest that what Avery did and said in showing the document to the employees, was likely to and intended to influence the result of the vote. Having regard to the nature of the document, the extent to which Avery went to influence these employees, what he said to them and to the fact that they constituted 40% of the eligible voters, there is no doubt that his conduct was in direct violation of the Registrar's direction to cease and desist from propaganda during the time indicated.

The result of the vote held on April 24th, 1961, is therefore set aside and the Board directs that a new pre-hearing representation vote be taken of employees in the voting constituency as of the 1st day of April, 1961."

895-60-R: The Canadian Union of Operating Engineers (Applicant) v. Ontario Paper Co. Ltd. (Thorold steamplant) (Respondent) v. Local Union No. 413, United Association of Plumbers & Steam Fitters; United Brotherhood of Carpenters and Joiners of America; Int'l Brotherhood of Firemen & Oilers, Local 329; The International Brotherhood of Pulp, Sulphite and Paper Mill Workers' International Association of Machinists; International Union of Operating Engineers, Local 232; United Papermakers and Paperworkers; Local Union 914 International Brotherhood of Electrical Workers AFL-CIO-CLC (Interveners). (Dismissed August 1961)

895-60-R: continued.

The Board endorsed the Record as follows:

"The collective agreement between the respondent company and the intervening unions in this case is not an agreement between an employer and a council of trade unions, but rather an agreement between an employer, on the one hand and a group of trade unions, on the other, who have jointly entered into an agreement. Consequently, it is unnecessary for us to determine whether, as counsel and the representatives of the intervening unions contend, the intervening unions do or do not constitute a council of trade unions. On the other hand, all the interveners are parties to an agreement in which they jointly represent the employees in one composite bargaining unit defined therein as 'the employees of [the company's] plant at Thorold' with exceptions not here material. The applicant's claim for a bargaining unit consisting of stationary engineers and their helpers in the steam plant at Thorold is then in effect a claim to sever a craft unit from an overall bargaining unit. In view of the terms of the agreement, the employees on whose behalf the applicant union seeks to be certified as bargaining agent fall within the language of the concluding portion of subsection 2 of section 6 of The Labour Relations Act - 'a group of employees...included in a bargaining unit represented by another bargaining agent at the time the application is made'. In determining the appropriateness of the bargaining unit, the Board must apply not the mandatory provisions set out in the first part of subsection 2 of section 6 of the Act but the discretionary powers conferred by the concluding words of that subsection. In their essential respects, the facts of this case do not differ materially from the facts in the Lily Cup Case, O.L.R.B. Monthly Reports, January 1961, p. 370 and The Canadian Foundries and Forgings Case (1961) C.L.S. 76-753. We are therefore of the opinion that the unit proposed by the applicant is inappropriate in the circumstances of this case and the application is accordingly dismissed."

1268-61-R: International Hod Carriers' Building and Common Labourers' Union of America, Local 183 (Applicant) v. Robert McAlpine Ltd. (Respondent) (GRANTED AUGUST 1961)

On June 23, 1961, the Board endorsed the Record as follows:

"At the hearing of this application for certification, the respondent presented evidence showing that, subsequent to the making of the application, the employees of the respondent affected by this application engaged in a strike. The respondent also presented evidence, none of which was challenged or contradicted, of actions by officials of the applicant union, and in particular by G. Gallagher, in connection with the strike which leads us to the inescapable conclusion that, if the applicant union did not call the strike, it certainly authorized it. Since the applicant union has not yet acquired bargaining rights on behalf of the employees of the respondent concerned in this application, the employees are prohibited by subsection 2 of section 54 of The Labour Relations Act from engaging in a strike and the union is prohibited by section 55 of the Act from calling or authorizing such a strike.

It has been the policy of the Board for many years - and this policy was specifically made known to the applicant union at the first hearing of the application on Monday, June 19, 1961 - that, where a trade union which has applied for certification calls or authorizes a strike of the employees affected by the application contrary to the Act, the union cannot ask the Board to certify that it is the bargaining agent of these employees and thereby become entitled by law to call upon the employer to bargain with it on behalf of the employees.

Disposition of this application is therefore adjourned until such time as the applicant union establishes to the satisfaction of the Board that the union and the employees of the respondent whom it seeks to represent as bargaining agent have ceased to act in violation of the provisions of the Act.

On August 1, 1961, the Board further endorsed the Record as follows:

"In its interim decision dated June 23, 1961, the Board held that the applicant union had authorized and supported and the employees affected had engaged in an unlawful strike and stated that "disposition of this application is therefore adjourned until such time as the applicant union establishes to the satisfaction of the Board that the union and the employees of the respondent whom it seeks to represent as bargaining agent have ceased to act in violation of the provisions of the Act".

On July 10, 1961, the Board received a letter from the applicant union dated July 7, which stated that the union (employees) had now returned to work. The respondent was sent a copy of the union's letter and in its reply dated July 20, 1961 it does not dispute the union's statement.

In granting certification at this time, the Board desires to make it clear that it expects strict compliance with the provisions of the Act during negotiations between the parties to make a collective agreement. The Board will take a serious view of any unlawful acts engaged in by the union, its representatives or the employees during this period."

1821-61-R: United Brotherhood of Carpenters and Joiners of America, Local Union 1190 (Applicant) v. Abraham Wygodny carrying on business under the firm name and style of A.W. Carpenter Contractor (Respondent).
(GRANTED AUGUST 1961).

The Board endorsed the Record as follows:

"Where a pattern has been established for the description of a bargaining unit by collective agreement in an industry, especially where such pattern is as widespread as is indicated by the evidence of this case, normally it is the practice of the Board to adopt the description of the bargaining unit that has been established by the industry. However, in this case the bargaining unit that has been established while having boundaries on three sides has no eastern boundary and on the evidence before the Board, it is impossible for the Board to properly fix an eastern boundary for the bargaining unit.

Having regard to all the evidence before the Board, we are satisfied that the bargaining unit defined below gives to the applicant what it is asking for, including employees of the respondent employed at the City of Barrie which would otherwise require a separate certificate."

Board Member D.B. Archer dissented and said:

"I dissent. I would have certified for a bargaining unit in the terms of the unit described in the agreement in the industry."

INDEXED ENDORSEMENT IN CONCILIATION APPLICATIONS

1781-61-C: International Hod Carriers', Building and Common Labourers' Union of America, Local 183 (Applicant) v. Robert McAlpine Limited (Weston) (Respondent). (DISMISSED AUGUST 1961)

The Board endorsed the Record as follows:

"Where an application for conciliation services is made under section 13 of The Labour Relations Act, conciliation services may only be granted where the bargaining in respect of which the services are requested looks to the completion of a first agreement following upon certification of a trade union, or to the renewal, with or without modification, of a collective agreement, or to the making of a new agreement. See the Fern Shoe Company Case (1951) C.L.C. 76-311; C C H Canadian Labour Law Reporter, Transfer Binder, 17,020.

On the basis of all the evidence before the Board, the applicant, on the date of the making of the instant application, had not been certified as the bargaining agent of the employees of the respondent in respect of whom the application is made. Consequently the parties are not bargaining with a view to the completion of a first agreement following upon certification of the applicant. Moreover, there is no evidence before the Board that they are bargaining for the renewal of a collective agreement or for the making of a new agreement. Accordingly the Board has no authority under The Labour Relations Act to entertain the instant application and it is dismissed."

INDEXED ENDORSEMENT IN APPLICATION FOR CONSENT TO PROSECUTE

1104-61-U: Western Freight Lines Limited (Dixie) (Applicant) v. William Davidson, and Frank Warden (Respondent)

The Board endorsed the Record as follows:

"Application for leave to prosecute the named respondents for counselling, procuring, supporting or encouraging an unlawful strike.

There is no evidence before the Board that either respondent counselled or procured an unlawful strike. In deciding whether to grant leave for supporting

or encouraging an unlawful strike the conduct complained of must be viewed in relation to the entirety of the respondent's conduct. This principle is discussed at some length in the Wood-Mosaic Ltd. Case (1956) C.C.H. Canadian Labour Law Reporter, Transfer Binder (1955-59) 16,044, at pages 12084-12085; C.L.C. 76-517. (See also, the Husband Transport Ltd. Case File #1031-61-U, to be reported in the June 1961 issue of the Ontario Labour Relations Board Monthly Report). While admittedly these cases were concerned with applications against a trade union for calling or authorizing an unlawful strike, we think the principles there set out are equally applicable in cases such as the present one. Reference is made to the George and Asmussen Case, Ontario Labour Relations Board Monthly Report, June 1959, page 114.

In the circumstances disclosed in the present case, we are not prepared to consent to the institution of a prosecution of the respondent Warden and the application as against Warden is accordingly dismissed.

On the other hand, in so far as the respondent Davidson is concerned, the conduct complained of relates to two instances in which Davidson was involved, and not one as suggested by his counsel during argument. The applicant's evidence was not contradicted in any way. In the circumstances the Board consents to the institution of a prosecution against William Davidson, one of the respondents in this matter, for the following offence alleged to have been committed:

That the said William Davidson did contravene section 55 of The Labour Relations Act in that he encouraged or supported an unlawful strike on or about April 20th, 1961.

The appropriate documents will issue."

Board Member Edmund Boyer dissented and said:

"I dissent in so far as William Davidson is concerned. In the circumstances in this case I would not have granted leave to prosecute Davidson."

Board Member R.W. Teagle dissented and said:

"I dissent in so far as the respondent Warden is concerned. I would have granted leave to prosecute the respondent Warden for supporting an unlawful strike."

MONTHLY REPORT



2
SEPTEMBER 1961

ONTARIO LABOUR RELATIONS BOARD

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MONTHLY REPORT OF THE ONTARIO LABOUR RELATIONS BOARD

FOR THE MONTH OF SEPTEMBER, 1961

PART I

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APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS

BOARD DURING SEPTEMBER 1961

Bargaining Agents Certified During September
No Vote Conducted

1479-61-R: Hotel and Restaurant Employees and Bartenders
International Union, Local 412 (Applicant) v. Royal Hotel
(Respondent)

Unit: "all employees of the respondent at Sault Ste. Marie,
save and except manager, persons above the rank of manager,
office staff, and persons regularly employed for not more
than twenty-four hours per week."
(23 employees in the unit).

The Board endorsed the Record in part as follows:

"For the purpose of clarity the Board
declares that the bar manager and head chef
are not included in the bargaining unit."

The Board further endorsed the Record in part as follows:

"It was alleged by the respondent employer
that one, Peter Ritza, an employee in the bar-
gaining unit, had sought by intimidation or
coercion to compel another employee in the bar-
gaining unit, a Mrs. Regina Galinas, to join the
applicant union.

While the evidence in this case indicates
that a conversation took place between Ritza and
Galinas with respect to membership in the union,
there is considerable conflict of testimony as
to what was actually said. In our view, the
evidence is consistent with the interpretation
that any intimidatory statements which were made
by Ritza constitute mere isolated outbursts by a
partisan member who was neither canvassing for
membership nor a union officer.

In the result we find that the circumstances
involved in the incident in question cannot be
construed as indicating coercive tactics by the
applicant union nor as weakening its evidence of
membership. (See Canadian Fabricated Products Ltd.
C C H Canadian Labour Law Reports, 1949-54 Transfer
Binder T17,090, and Milnet Mines Ltd., ibid,
T17,063)."

1481-61-R: Hotel & Restaurant Employees International Union Local 197, Hamilton, Ont. A.F.L.-C.I.O. (Applicant) v. Homeseide House Limited. (Respondent)

Unit: "all tapmen and beverage room waiters of the respondent at Hamilton." (4 employees in the unit).

1561-61-R: National Union of Public Employees (Applicant) v. Canadian Food Products Sales Limited - Industrial Food Services Division. (Respondent)

Unit: "all employees of the respondent employed at the Joseph Brant Memorial Hospital at Burlington, save and except manager and supervisor, persons above the ranks of manager or supervisor, graduate dietitians, student dietitians, chef and office staff." (21 employees in the unit).

1731-61-R: Christian Trade Unions of Canada (Applicant) v. Simon P. Runia, carrying on business under the firm name and style of Simon P. Runia Manufacturing Company. (Respondent)

Unit: "all employees of the respondent at its plant in Burlington save and except foremen, persons above the rank of foreman, office staff, students hired for the school vacation period, and persons regularly employed for not more than 24 hours per week." (3 employees in the unit).

1794-61-R: International Union of United Brewery, Flour, Cereal, Soft Drink & Distillery Workers of America, AFL-CIO-CLC, (Applicant) v. Brewers' Warehousing Co. Ltd. (Respondent)

Unit: "all employees of the respondent at its warehouses and retail stores at Trenton, save and except managers or foremen, persons above the rank of manager or foreman and office staff." (5 employees in the unit).

1813-61-R: United Cement, Lime and Gypsum Workers International Union, A.F.L.-C.I.O.-C.L.C., (Applicant) v. St. Mary's Cement Co. Limited. (Respondent)

Unit: "all employees of the respondent at its warehousing silos in Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office and sales staff." (6 employees in the unit).

1817-61-R: Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 880, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, (Applicant) v. Central Chrysler Plymouth Limited. (Respondent)

Unit: "all employees of the respondent at Windsor, save and except foremen, persons above the rank of foreman, office staff, car and truck salesmen, road parts salesmen, central tower operator, service station operator, janitor-watchman and service salesmen." (18 employees in the unit).
(Unit agreed to by the parties).

1819-61-R: International Union of Operating Engineers Local 796 (Applicant) v. The Corporation of Trinity College School. (Respondent)

Unit: "all stationary engineers and persons primarily engaged as their helpers in the boiler room of the respondent at Port Hope." (3 employees in the unit).

The Board endorsed the Record as follows:

"For the purposes of clarity the Board declares that firemen are included in the bargaining unit."

1846-61-R: United Brotherhood of Carpenters & Joiners of America (Applicant) v. Bill Black Tile Service. (Respondent)

Unit: "all employees of the respondent engaged in the installation of resilient flooring employed at or working out of Niagara Falls, save and except non-working foremen, persons above the rank of non-working foreman and office staff."
(2 employees in the unit).

1847-61-R: United Steelworkers of America (Applicant) v. Armstrong Bros. Company Limited (Respondent).

Unit: "all employees of the respondent engaged in the production of crushed rock from the Marmaraton Mine at Marmora, save and except foremen, persons above the rank of foreman and office staff." (14 employees in the unit).

1858-61-R: United Brotherhood of Carpenters and Joiners of America, Local Union 93, (Applicant) v. Ernest Kohlrass, carrying on business under the firm name and style of E.K. Cabinets. (Respondent)

Unit: "all carpenters and carpenters' apprentices of the respondent employed at and working out of Ottawa, save and except non-working foremen and persons above the rank of non-working foreman." (15 employees in the unit).

1860-61-R: Canadian Guards Association (Applicant) v. Aluminum Company of Canada Limited. (Respondent)

Unit: "all security guards of the respondent at its Kingston Works, save and except sergeants, persons above the rank of sergeant and students hired for the school vacation period." (26 employees in the unit).

1862-61-R: Ready Mix, Building Supply, Hydro and Construction Drivers, Warehousemen and Helpers, Local Union No. 230, Warehousemen and Helpers of America (Applicant) v. Leo's Contracting Co. Ltd. (Respondent)

Unit: "all truck drivers of the respondent employed at or working out of Metropolitan Toronto." (11 employees in the unit).

1873-61-R: International Union Mine Mill and Smelter Workers (Applicant) v. Community Telephone Company Limited. (Respondent)

Unit: "all employees of the respondent at Dunnville and Caledonia, save and except foremen, assistant chief operators, persons above the rank of foreman and assistant chief operator and office staff." (23 employees in the unit).

1877-61-R: United Brotherhood of Carpenters and Joiners of America, Local Union 1304, (Applicant) v. Basil Construction Company. (Respondent)

Unit: "all carpenters and carpenters' apprentices in the employ of the respondent in the Township of Orillia, save and except non-working foremen and persons above the rank of non-working foreman." (2 employees in the unit).

1882-61-R: Amalgamated Meat Cutters Union Local 633, (Applicant) v. Buehler Brothers Limited (Respondent)

Unit: "all employees of the respondent at Chatham, save and except manager, persons above the rank of manager, office staff and persons regularly employed for not more than 24 hours per week." (5 employees in the unit).

1883-61-R: Amalgamated Meat Cutters Union Local 633, (Applicant) v. Buehler Brothers Limited. (Respondent)

Unit: "all employees of the respondent at Sarnia, save and except manager, persons above the rank of manager, office staff and persons regularly employed for not more than 24 hours per week." (4 employees in the unit).

1891-61-R: Retail, Wholesale and Department Store Union, AFL:CIO:CLC, (Applicant) v. Weston Bakeries Limited (Respondent)

Unit: "all employees of the respondent at its Central Garage in Toronto, save and except foremen, persons above the rank of foreman and office staff." (9 employees in the unit).

1892-61-R: International Hod Carriers' Building & Common Labourers' Union of America, Local No. 1059 (Applicant) v. Harrison & Green Construction Limited. (Respondent)

Unit: "all construction labourers of the respondent employed at and working out of London, save and except non-working foremen and persons above the rank of non-working foreman." (3 employees in the unit).

1899-61-R: United Brotherhood of Carpenters & Joiners of America, A.F.L. C.I.O. C.L.C., (Applicant) v. Harrison & Green Construction Limited. (Respondent)

Unit: "all carpenters and carpenters' apprentices of the Respondent employed at and working out of London, save and except non-working foremen and persons above the rank of non-working foreman." (5 employees in the unit).

1908-61-R: Canadian Union of Operating Engineers, (Applicant) v. Kitchener - Waterloo Hospital (Respondent)

Unit: "all stationary engineers employed by the respondent in its boiler room in Kitchener, save and except the chief engineer." (5 employees in the unit).

1909-61-R: Niagara Falls Civic Employees, Local Union 133, National Union of Public Employees (Applicant) v. The Corporation of The Village of Chippawa (Respondent)

Unit: "all employees of the respondent in its Works Department at Chippawa, save and except foremen, persons above the rank of foreman and office staff." (6 employees in the unit).

1910-61-R: Food Handlers Local Union 175, Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, (Applicant) v. Newt. Webster Limited. (Respondent)

Unit: "all employees of the respondent at London, save and except foremen, persons above the rank of foreman, office and sales staff, and persons regularly employed for not more than 24 hours per week." (12 employees in the unit).

1911-61-R: Tobacco Workers International Union, AFL - CIO - CLC, (Applicant) v. Benson & Hedges (Canada) Limited, (Respondent)

Unit: "all employees of the respondent at its plant in Brampton, save and except supervisors, foremen, persons above the rank of supervisor or foreman, chief engineer, nurses and office, advertising and sales staff."
(21 employees in the unit).

1912-61-R: General Truck Drivers, Local 879, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. Andie Bat Haulage (Respondent)

Unit: "all employees of the respondent at Burlington, save and except foremen, persons above the rank of foreman and office staff." (3 employees in the unit).

1920-61-R: Ready Mix, Building Supply, Hydro and Construction Drivers, Warehousemen and Helpers, Local Union No. 230, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Barrett Trucking (Respondent)

Unit: "all employees of the respondent employed at or working out of Brampton, save and except foremen, persons above the rank of foreman and office staff."
(14 employees in the unit).

1924-61-R: Local 95, International Association of Heat and Frost Insulators and Asbestos Workers (Applicant) v. Thermo Insulation Ltd. (Respondent)

Unit: "all employees of the respondent employed at or working out of Kingston, engaged in the preparation, distribution, application, alteration and repair of all hot-surface or cold-surface insulating coverings, including the use of any or all materials for these purposes, save and except non-working foremen, persons above the rank of non-working foreman and office staff."
(6 employees in the unit).

1930-61-R: United Textile Workers of America, Local 369, (Applicant) v. Fortune Footwear Limited (Respondent)

Unit: "all employees of the respondent at its plant at 1700 Brampton Street East, Hamilton, save and except foremen, persons above the rank of foreman and office staff."
(133 employees in the unit).

1935-61-R: United Brotherhood of Carpenters & Joiners of America, A.F.L. C.I.O. C.L.C. (Applicant) v. Cementation Company of Canada Limited. (Respondent)

Unit: "all carpenters and carpenters' apprentices of the respondent employed at or working out of Goderich, save and except non-working foremen and persons above the rank of non-working foreman." (2 employees in the unit).

1936-61-R: Local 721 of The International Association of Bridge, Structural & Ornamental Iron Workers (Applicant) v. Volf Steel Service Limited (Respondent).

Unit: "all reinforcing rodmen in the employ of the respondent within a twenty-five mile radius of the City Hall at Toronto and including the Town of Newmarket, save and except non-working foremen, and persons above the rank of non-working foreman." (30 employees in the unit).

1977-61-R: International Union of Operating Engineers, Local 700, (Applicant) v. Aldershot Coldstorage Company (Respondent)

Unit: "all stationary engineers of the respondent in its refrigeration plant at Aldershot."
(3 employees in the unit).

1982-61-R: United Steelworkers of America (Applicant) v. Air Master of Canada Ltd. (Respondent)

Unit: "all employees of the respondent at its plant at St. Thomas, save and except foremen, persons above the rank of foreman, and office and sales staff."
(13 employees in the unit).

1983-61-R: Milk and Bread Drivers, Dairy Employees, Caterers and Allied Employees Local Union No. 647, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Canterbury Foods Limited (Respondent)

Unit: "all driver salesmen of the respondent at its Rose-lawn Avenue plant in the City of Toronto, save and except truck supervisor, persons above the rank of truck supervisor, office staff and inside plant employees."
(12 employees in the unit).

1997-61-R: Hotel & Restaurant Employees & Bartenders International Union, Local 197, Hamilton, Ont. A.F.L. & C.I.O., (Applicant) v. Strand Tavern. (Respondent)

Unit: "all tapmen and beverage room waiters employed by the respondent at Hamilton, save and except owner-managers and persons regularly employed for not more than 24 hours per week." (5 employees in the unit).

2007-61-R: Hotel and Restaurant Employees Union, Local 743, affiliated with Hotel and Restaurant Employees and Bartenders International Union, A.F.L.,-C.I.O.,-C.L.C.,-O.F.L., Windsor & District Labour Council, (Applicant) v. Local 195 United Automobile, Aircraft, Agricultural Implement Workers of America - A.F.L.-C.I.O. (Respondent)

Unit: "all employees of the respondent in its beverage room at Windsor." (3 employees in the unit).

Certified Subsequent to Pre-Hearing Vote

1818-61-R: International Union of Operating Engineers Local 796, (Applicant) v. Upper Canada College (Respondent)

Unit: "all stationary engineers primarily engaged in the boiler room of the respondent at Toronto, save and except the chief engineer." (4 employees in the unit).

Number of names on revised eligibility list		4
Number of ballots cast	4	
Number of ballots marked in favour of applicant	4	
Number of ballots marked as opposed to applicant	0	

1735-61-R: Local Union 681 of the United Brotherhood of Carpenters and Joiners of America affiliated with the Toronto and District Council of Carpenters & Millmen (Applicant) v. Canadian Engineering and Contracting Company Limited (Respondent)

Unit: "all carpenters and carpenters' apprentices of the respondent at its Margaret Drive High School project in the Township of Trafalgar, in the County of Halton, save and except non-working foremen and persons above the rank of non-working foreman." (13 employees in the unit).

Board Member D.B. Archer dissented and said:

"I dissent. I would have found that A. Henderson is a working foreman and therefore included in the bargaining unit."

Number of names on revised eligibility list		7
Number of ballots cast	7	
Number of ballots segregated (not counted)	1	
Number of ballots marked in favour of applicant	5	
Number of ballots marked as opposed to applicant	1	

1500-61-R: International Union of Operating Engineers, Local 944, (Applicant) v. The McCormick Home for the Aged. (Respondent)

Unit: "all stationary engineers employed by the respondent in its boiler room at London." (4 employees in the unit).

Number of names on eligibility list		4
Number of ballots cast	4	
Number of ballots marked in favour of applicant	3	
Number of ballots marked as opposed to applicant	1	

Certified Subsequent to Post-Hearing Vote

1398-61-R: Shopmen's Local Union #757 of the International Association of Bridge, Structural and Ornamental Iron Workers affiliated with the A.F.L.-C.I.O., C.L.C., (Applicant) v. Dunco Limited (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman, and persons engaged in field erection or installation work." (11 employees in the unit).

On June 27, 1961, the Board endorsed the Record as follows:

"The applicant has requested that a pre-hearing representation vote be taken.

The incumbent, The Employees of Dunco Limited appears to be the bargaining agent for all the employees of the respondent, with certain exceptions not here relevant, under the provisions of a collective agreement entered into on the 23rd day of May 1961, effective from the 1st day of April 1961 until the 31st day of March 1962. The Reply

filed by the respondent indicates that the incumbent has acted as bargaining agent for the employees of the respondent since the 18th day of October 1956 and has negotiated other collective agreements, and this fact has not been challenged.

The Board is satisfied that pursuant to the provisions of section 5 (2) of The Labour Relations Act, this application is untimely.

In view of these circumstances and in accordance with the provisions of Rule 45 of the Board's Rules of Procedure, the Board is of the opinion that the applicant has failed to make out a prima facie case for the remedy requested and the application is therefore dismissed."

On August 4, 1961, the Board further endorsed the Record as follows:

"The Applicant has requested that the Board review its decision of June 27, 1961, wherein the Board dismissed the application of the applicant under the provisions of Rule 45 on the grounds that it appeared to the Board that the incumbent, The Employees of Dunco Limited was the bargaining agent of the employees of the respondent and a party to the collective agreement with the respondent, effective from the 1st day of April 1961 until the 31st day of March, 1962, and the application was therefore untimely having regard to the provisions of section 5 (2) of The Labour Relations Act.

The evidence adduced by the applicant at the hearing in this matter indicated that there was no organization known as The Employees of Dunco Limited; that the employees paid no initiation fees, no dues and that there was no initiation ceremony required of the employees. The evidence further indicated that The Employees of Dunco Limited had no constitution, no by-laws or laws regulating the group known as The Employees of Dunco Limited. The Employees of Dunco Limited had no officers other than a negotiating committee chairman who was appointed by the negotiating committee. The negotiating committee was formed of volunteers and they were not elected by the employees of the respondent.

Having regard to all the evidence and the representations of the parties, the Board finds that The Employees of Dunco Limited is not a trade union within the meaning of section 1 (1) (j) of The Labour Relations Act.

The Board further finds that the agreement between the respondent and The Employees of Dunco Limited is not a collective agreement within the meaning of section 1 (1) (c) of The Labour Relations Act.

The Board therefore revokes its decision of June 27, 1961, in this matter.

Although it appears to the Board that Local 13610, District 50, United Mine Workers of America was a party to a collective agreement with the respondent covering employees of the respondent affected by this application, having regard to the evidence before the Board with respect to the inaction of Local 13610 since 1956 including its failure to intervene in these proceedings, although duly served with notice of this application the Board finds that Local 13610, District 50, United Mine Workers of America has abandoned its bargaining rights for employees of the applicant for which it has heretofore been the bargaining agent.

It appears to the Board on an examination of the records of the applicant and the records of the respondent that not less than forty-five per cent of the employees of the respondent in the voting constituency hereinafter described were members of the applicant at the time the application was made.

The Board directs that a pre-hearing representation vote be taken among the employees of the respondent in the following voting constituency:

all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman and persons engaged in field erection or installation work.

Number of names on revised eligibility list		10
Number of ballots cast	10	
Number of ballots marked in favour of applicant	10	
Number of ballots marked as opposed to applicant	0	

1399-61-R: General Truck Drivers Local Union No. 879 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. F. W. Fearman Company Limited (plants located at 226 Rebecca, Hamilton, Ontario and Appleby Line, Burlington, Ontario) (Respondent)

Unit: "all employees of the respondent at its plants at 226 Rebecca Street, Hamilton and Appleby Line, Burlington, save and except foremen, persons above the rank of foreman, office and sales staff, students hired for the school vacation period, and stationary engineers employed by the respondent at its plant at Burlington."
(159 employees in the unit).

Number of names on revised eligibility list		147
Number of ballots cast	147	
Number of ballots spoiled	2	
Number of ballots marked in favour of applicant	110	
Number of ballots marked as opposed to applicant	35	

1600-61-R: Milk and Bread Drivers, Dairy Employees, Caterers and Allied Employees Local Union No. 647, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, (Applicant) v. Inter City Baking Company Limited (Browns' Bread Limited Division) (Respondent)

Unit: "all driver salesmen employed by the respondent at Oshawa, save and except supervisors, persons above the rank of supervisor, inside employees, office staff and students hired for the school vacation period."
(12 employees in the unit).

Board Member E. Boyer dissented and said:

"I dissent. I am not prepared to hold that the document submitted to the Board as indicative of opposition by some of the employees of the respondent to the application of the applicant weakens the evidence of membership submitted by the applicant so as to make it necessary for the Board to

seek the confirmatory evidence of a representation vote in this case."

Number of names on eligibility list		13
Number of ballots cast	13	
Number of ballots marked in favour of applicant	8	
Number of ballots marked as opposed to applicant	5	

1630-61-R: United Brotherhood of Carpenters & Joiners of America, A.F.L. C.I.O. C.L.C. (Applicant) v. Simpsons London Limited (Respondent)

Unit: "all temporary carpenters and carpenters' apprentices employed by the respondent on the Simpsons-Woolworth Building project at London, save and except non-working foremen and persons above the rank of non-working foreman."
(12 employees in the unit).

Number of names on revised eligibility list		11
Number of ballots cast	10	
Number of ballots marked in favour of applicant	6	
Number of ballots marked as opposed to applicant	4	

Applications for Certification Dismissed no Vote Conducted

1025-61-R: International Union of Operating Engineers, Local 793, (Applicant) v. Valley Camp Coal Company of Canada Limited (Respondent)

Unit: "all employees of the respondent at its Mission and Kam docks at Fort William, save and except dock foremen, persons above the rank of dock foreman and office staff."
(17 employees in the unit).

1271-61-R: The United Brotherhood of Carpenters & Joiners of America, Local 1946 (Applicant) v. Pigott Construction Company Limited (City of London and Middlesex County) (Respondent) (4 employees).

The Board endorsed the Record as follows:

"Proceeding is terminated."

1765-61-R: National Union of Public Employees (Applicant)
v. Municipality of Metropolitan Toronto (Respondent).
(180 employees).

The Board endorsed the Record as follows:

"For reasons given in writing this application is dismissed."

Board Member G.R. Harvey dissented and said:

"For reasons given in writing, I dissent. I would have found the employees affected are employees of the Municipality."

1848-61-R: General Truck Drivers Local Union No. 879, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Regal Transport Limited. (Milton depot) (Respondent). (10 employees).

The Board endorsed the Record as follows:

"The applicant having failed to file Forms 8 and 9 within the time fixed in accordance with section 6 of the Board's Rules of Procedure, this application is therefore dismissed."

1904-61-R: The Canadian Union of Operating Engineers (Applicant) v. Canadian Gypsum Company Limited (Respondent). (4 employees).

The Board endorsed the Record as follows:

"The Applicant has applied to be certified as bargaining agent for a unit of employees of the respondent described as all stationary engineers, save and except the chief engineer employed by the respondent at its Weston plant.

The Board further finds that the International Union of Operating Engineers, Local 796, was certified as bargaining agent on the 2nd day of March, 1960, for the stationary engineers employed by the respondent for whom the applicant has applied to be certified as bargaining agent.

The Board further finds that no collective agreement has been entered into between the respondent and Local 796.

On the evidence before the Board it is unable to find that Local 796 has abandoned its bargaining rights.

The Board's jurisdiction to grant an application for certification must be found under section 5 of The Labour Relations Act.

Having regard to the Board's decision in the Wonder Bakeries Limited Case, (1957) C.C.H. Canadian Labour Law Reporter, Transfer Binder 1955-59, ¶15099, the Board finds that since the incumbent union has been certified but has not succeeded in negotiating a first collective agreement, this application must fail. In such circumstances, if the employees desire to terminate the bargaining rights of the incumbent trade union, they must proceed by way of an application under section 43 (1) of The Labour Relations Act before another trade union will be able to apply to be certified as their bargaining agent."

1905-61-R: The Canadian Union of Operating Engineers (Applicant) v. Beef Terminal Limited (Respondent).
(4 employees).

The Board endorsed the Record as follows:

"The applicant has applied to be certified as bargaining agent for a unit of employees of the respondent described as all stationary engineers, save and except the chief engineer, employed by the respondent at its plant in Metropolitan Toronto.

The Board further finds that the International Union of Operating Engineers, Local 796, was certified as bargaining agent on April 21, 1960, for the stationary engineers employed by the respondent for whom the applicant has applied to be certified as bargaining agent.

The Board further finds that no collective agreement has been entered into between the respondent and Local 796.

On the evidence before the Board, it is unable to find that Local 796 has abandoned its bargaining rights.

The Board's jurisdiction to grant an application for certification must be found under section 5 of The Labour Relations Act.

Having regard to the Board's decision in the Wonder Bakeries Limited Case, (1957) C.C.H. Canadian Labour Law Reporter, Transfer Binder 1955-59, ¶16099, the Board finds that since the incumbent union has been certified but has not succeeded in negotiating a first collective agreement, this application must fail. In such circumstances, if the employees desire to terminate the bargaining rights of the incumbent trade union, they must proceed by way of an application under section 43 (1) of The Labour Relations Act before another trade union will be able to apply to be certified as their bargaining agent."

1949-61-R: The Canadian Union of Operating Engineers (Applicant) v. The Hamilton Cotton Company Limited (Respondent) v. International Union of Operating Engineers, Local 700. (Intervener). (9 employees).

The Board endorsed the Record as follows:

"The intervener and respondent entered into a collective agreement dated the 5th day of November, 1959, to remain in effect until the 5th day of November, 1961, covering the employees of the respondent for whom the applicant is applying for certification as bargaining agent.

Section 5 (2) of The Labour Relations Act provides that an application for certification can only be made after the commencement of the last two months of the operation of a collective agreement.

The Board is satisfied that pursuant to the provisions of section 5 (2) of The Labour Relations Act, this application is untimely.

In view of these circumstances and in accordance with the provisions of rule 45 of the Board's Rules of Procedure, the Board is of the opinion that the applicant has failed to make a prima facie case for the remedy requested and the application is therefore dismissed."

2004-61-R: Ready Mix, Building Supply, Hydro and Construction Drivers, Warehousemen and Helpers, Local Union No. 230 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. E. Farkas Haulage (Respondent). (3 employees).

The Board endorsed the Record as follows:

"The applicant having failed to appear at the hearing of this application; this application is therefore dismissed."

Certification Dismissed subsequent to Pre-Hearing Vote

1401-61-R: Hotel & Restaurant Employees' and Bartenders' International Union Local 412 AFL/CIO/CLC, (Applicant) v. Lock City Tavern (Respondent)

Voting Constituency:

"all employees of the respondent in Sault Ste. Marie, save and except the manager, persons above the rank of manager, night watchmen and persons working for not more than 24 hours per week." (7 employees in the unit).

Number of names on revised eligibility list		7
Number of ballots cast	7	
Number of ballots segregated (not counted)	1	
Number of ballots marked in favour of applicant	3	
Number of ballots marked as opposed to applicant	3	

Certification Dismissed subsequent to Post-Hearing Vote

218-60-R: Local Union 633, Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, (Applicant) v. Arnold Markets Limited (Respondent)

Unit: "all employees of the respondent employed in the meat department of its store and plant located near the Police Village of Unionville, save and except foremen, persons above the rank of foreman, office staff and persons regularly employed for not more than 24 hours per week."

The majority of the Board directed that a representation vote be taken. Board Member, Edmund Boyer dissented and said:

"I dissent. On the basis of the evidence I would have granted certification without the taking of a representation vote."

The result of the vote was as follows:

Number of names on revised eligibility list		16
Number of ballots cast	16	
Number of ballots segregated (not counted)	1	
Number of ballots marked in favour of applicant	2	
Number of ballots marked as opposed to applicant	13	

In the course of this proceeding several points arose and the record shows the following endorsements respecting these points:

On February 6th, 1961, the Board endorsed the record as follows:

"It was contended by the applicant union that the evidence of the witnesses as recorded in the examiner's report is of such a contradictory nature on material points that no decision can properly be made by the Board as to the matter in issue in this case unless the Board first makes a finding on the question of the credibility of the witnesses. In consequence, therefore, the union submits that the Board should now require first-hand viva voce evidence from these witnesses so that it will be in a position to observe their demeanor in the witness box and assess their credibility.

In support of his argument, the union's representative refers particularly to the evidence of Mrs. Whitson and submits that her evidence, which he states conflicts with the evidence of the other witnesses on material points, if accepted, would establish that Murray Cameron exercises managerial functions. Although on the evidence in this case it is unnecessary for us to decide the matter, we are not satisfied that there are any substantial or material contradictions in the evidence which create an issue as to credibility. Even accepting the evidence of Mrs. Whitson, which of all the witnesses presents the strongest case for the union's contention that Cameron should be excluded from

the bargaining unit, and disregarding the evidence of the other witnesses where it differs from her evidence, we fail to find any facts which substantiate the contention that Cameron exercises managerial functions within the meaning of The Labour Relations Act.

The union's representative also argues that he should be entitled to call additional witnesses to rebut certain evidence given by the witnesses at the examiner's hearing. He frankly admits, however, that the union was aware of the additional witnesses at the time of the hearing but did not call them because it did not anticipate that the witnesses who did testify would say what they did. We are unable to accede to the argument that the union should now be permitted to adduce further evidence in rebuttal to the evidence contained in the examiner's report. On the basis of the applicant's own representations it is manifest that it had full and ample opportunity to adduce such evidence at the examiner's hearing but for reasons of its own it elected not to do so. As the Board stated in the City of Windsor Case (File No. 16,616-58), while the Board normally appoints an examiner in cases such as this and did so in the present instance, this does not relieve a party of its obligations to make out its own case. The Board cannot be responsible for deficiencies in the evidence."

On March 2nd, 1961, the Board endorsed the Record as follows:

"This application for certification was filed on November 30th, 1960, and the terminal date fixed therefor was December 9th, 1960.

On December 8th, 1960, the Board received a document purporting to be signed by seven employees of the respondent which it is argued indicates opposition to the certification of the applicant union.

Following the first hearing in the case on December 14th, 1960, the Board appointed an examiner to inquire into and report to the Board on the duties and responsibilities of one, Murray Cameron. A second hearing was held on January 24th, 1961, for the purpose of hearing

objections to, and arguments on, the evidence contained in the examiner's report. On February 6th, 1961, the Board ruled that Murray Cameron was an employee in the bargaining unit. The Board's decision on this point was not, however, released to the parties until the commencement of the third hearing on February 16th, 1961.

At the third hearing, the representative for the applicant union submitted a written statement to the Board of particulars of allegations of improper or irregular conduct against the respondent company and claimed the right to introduce evidence in support of them. The representative for the union stated that the facts referable to the first allegation contained in the statement occurred "a day or so" before the terminal date, but the union did not become aware of them until it subpoenaed witnesses to attend the hearing of the Board held on January 24th, 1961. The union indicated that it did not seek to submit this allegation earlier as the materiality of the employees' document had not then been determined and this would depend on whether the Board found that Cameron was in the bargaining unit.

Counsel for the respondent company objected to the admissibility of the first allegation in the statement on the grounds that it was always relevant to the Board's consideration of the employees' document and on that basis should have been made at a much earlier stage in the proceedings when the union first became aware of the facts alleged to support it. He contended that this allegation was relevant to the document because it was not known in January when the union gained knowledge of these facts, what finding the Board would make with respect to the employment status of Cameron. Counsel for the respondent argued that the provisions of rule 48 (2) of the Board's Rules of Procedure and Regulations applied and that this allegation was untimely and should not now be entertained by the Board.

The provisions of rule 48 (2) make it incumbent upon a person who intends to allege improper or irregular conduct on the part of another person, to file a notice of such intention together with particulars thereof promptly

upon discovery of the conduct alleged. If this is not done then it can only be done thereafter with the consent of the Board.

In our view any argument based on the immateriality of this document pending the Board's finding that Cameron was included in the bargaining unit is plainly untenable. The document undoubtedly was, and remained, a part of the case and would only cease to be such if and when it was ruled out of the Board's consideration by a finding that Cameron was not in the bargaining unit. The matter, therefore, comes squarely within the provisions of rule 48 (2).

In the absence of a more cogent and stronger explanation on the part of the union as to why it did not make this allegation promptly and within a reasonable time after it gained knowledge of the fact thereof, we are constrained to hold that the union's attempt to make the allegation at this belated stage of the proceedings, should, in fairness to the respondent and the employees, be denied."

The applicant then filed a statement of objections in connection with the representative vote. The objections were overruled and the Board gave written reasons for so doing.

763-60-R: United Packinghouse Food & Allied Workers (Applicant) v. Brampton Poultry, A Division of the Quaker Oats Company of Canada Limited (Respondent).

Unit: "all employees of the respondent at Brampton, save and except foremen, persons above the rank of foreman and office staff." (72 employees in the unit).

(SEE INDEXED ENDORSEMENT PAGE 212)

Number of names on revised eligibility list		56
Number of ballots cast		56
Number of spoiled ballots	1	
Number of ballots segregated (not counted)	1	
Number of ballots marked in favour of applicant	13	
Number of ballots marked as opposed to applicant	41	

1597-61-R: Ready Mix, Building Supply, Hydro and Construction Drivers, Warehousemen and Helpers, Local Union No. 230, of the International Brotherhood of Teamsters Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Kenmore Building Materials Limited (Respondent).

Unit: "all employees of the respondent employed at or working out of Metropolitan Toronto, save and except foremen, persons above the rank of foreman, and office and sales staff." (24 employees in the unit).

Number of names on revised eligibility list		24
Number of ballots cast	24	
Number of ballots marked in favour of applicant	9	
Number of ballots marked as opposed to applicant	15	

17463-59: United Brotherhood of Carpenters and Joiners of America (Applicant) v. Garden Centre Hotel Limited (Respondent).

Unit: "all carpenters and carpenters' apprentices in the employ of the respondent at Vineland, save and except non-working foremen, and persons above the rank of non-working foreman." (15 employees in the unit).

Number of names on eligibility list		3
Number of ballots cast	3	
Number of ballots marked in favour of applicant	0	
Number of ballots marked as opposed to applicant	3	

APPLICATIONS FOR CERTIFICATION WITHDRAWN DURING SEPTEMBER 1961

1798-61-R: Ready Mix, Building Supply, Hydro & Construction Drivers, Warehousemen and Helpers Local Union No. 230, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Ellwood Robinson Limited. (Sault Ste. Marie and Algoma District) (Respondent). (55 employees).

1861-61-R: Local Union 1940, United Brotherhood of Carpenters and Joiners of America (Applicant) v. P.R. Connolly Construction Ltd. (Kitchener and Waterloo and all the Township of Waterloo, excepting that portion of the Township lying south of the line commencing from the junction of Waterloo

Wellington Counties boundary and 13A Kitchener suburban road: Thence along 13A Kitchener Suburban Road to its junction with county road 13: Thence travelling in a South Westerly direction along county road 13 to its junction with the proposed highway 401: Thence along highway 401 to its junction with county road #6: Thence along county road 6 Westerly to the end of Waterloo Township) (Respondent). (5 employees).

1863-61-R: Local Union 1940 of The United Brotherhood of Carpenters and Joiners of America, (Applicant) v. McNamara Construction Ltd. (Kitchener and Waterloo and all of the Township of Waterloo, excepting that portion of Township lying south of a line commencing from the junction of Waterloo Wellington Counties boundary and 13 A Kitchener Suburban Road, thence along 13 A Kitchener Suburban Road to its junction with County Road 13, thence travelling in a south westerly direction along County Road 13 to its junction with the proposed 401 Highway, thence travelling along Highway 401 to its junction with County Road No. 6., thence along County Road 6 westerly to the end of Waterloo Township) (Respondent). (24 employees).

1926-61-R: International Brotherhood of Electrical Workers Local Union 1687, Sudbury, Ontario (Applicant) v. Pete D'Angelo, Electrical Contractor 67 Church Street, Garson, Ontario. (Sudbury and within a 35 mile radius from the City of Sudbury Federal Building
(Respondent). (3 employees).

1934-61-R: United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 67, Hamilton, Ontario, (Applicant) v. Brooms' Plumbing and Heating, (Burlington) (Respondent). (4 employees).

2103-61-R: Sudbury General Workers Union, Local 101, Canadian Labour Congress (Applicant) v. Dominion Stores Limited (Sudbury) (Respondent). (171 employees).

APPLICATIONS FOR DECLARATION TERMINATING BARGAINING RIGHTS
DISPOSED OF DURING SEPTEMBER 1961

1348-61-R: Steffen Posthumus; (Applicant) v. Lumber and Sawmill Workers' Union, Local 2693 of the United Brotherhood of Carpenters and Joiners of America; (Respondent) v. Anderson Block and Tile Ltd. (Intervener).
(GRANTED) (19 employees).

(Re: Anderson Block and Tile Ltd.,
Port Arthur, Ontario)

Number of names on revised eligibility list		19
Number of ballots cast	14	
Number of ballots segregated (not counted)	3	
Number of ballots marked in favour of respondent	0	
Number of ballots marked as opposed to respondent	11	

1661-61-R: Office Employees in the bargaining unit of Direct Winters Transport Limited presently certified with Local 938 of the International Brotherhood of Teamsters; (Applicant) v. Local 938 of the International Brotherhood of Teamsters; (Respondent) v. Direct Winters Transport Limited. (Intervener). (WITHDRAWN) (64 employees).

(Re: Direct Winters Transport Limited,
Toronto, Ontario)

1775-61-R: George Stratigeas and John Temerzoglou on their own behalf and on behalf of the Employees of Gilchrist Baking Co. Ltd., (Applicant) v. Retail, Wholesale Bakery and Confectionery Workers Union, Local 461, of the Retail, Wholesale and Departmental Store Union, A.F.L., C.I.O., C.L.C. (Respondent). (GRANTED) (61 employees).

(Re: Gilchrist Baking Company Limited,
Toronto, Ontario)

Number of names on revised eligibility list		58
Number of ballots cast	57	
Number of ballots marked in favour of respondent	24	
Number of ballots marked as opposed to respondent	33	

APPLICATIONS FOR DECLARATION THAT STRIKE UNLAWFUL DISPOSED OF DURING SEPTEMBER 1961

1884-61-U: Crestile Limited (Applicant) v. Wood, Wire and Metal Lathers' International Union, Local 97. (Respondent).

The Board endorsed the Record as follows:

"On and before August 14th, 1961, the applicant had a subcontract for and was performing certain lathing work on premises located at 230 Yonge Street, in the City of Toronto.

The applicant employed two lathers on this project, James Dawe and Walter Stone. As a result of instructions from the union these employees did not report for work as they were scheduled to do on August 16th, and have not since reported to the applicant for work although they have returned to work on the project as employees of the builder.

The union explained that the reason it withdrew these men from the job was that it had been told by one Mr. Apted, that Crestile Limited was then employing non-union lathers on the construction of R.H. King Collegiate in Scarborough. This was denied by the applicant company and the union was invited to examine the books of W.L. Upton Limited, the contractor on the collegiate project to satisfy itself that Crestile Limited did not have any employees on this project. The union, however, declined this invitation and relied entirely on the information given to it by Apted that Crestile Limited was employing non-union men on the collegiate project. The position then and still taken at the hearing by the union on this information was that Crestile Limited was in violation of the collective agreement and that accordingly the union was entitled to cancel the agreement and to withdraw all the labour which it had supplied under the terms thereof. The union re-affirmed its position at the hearing that in so far as it was concerned the collective agreement was cancelled and that accordingly it would not furnish the applicant with any lathers or apprentices for any of its projects. It also admitted that but for this alleged violation the collective agreement would still be in full operation.

Apted, when called as a witness in reply to the union's evidence at the hearing frankly admitted, however, that what he had told the union was not true and that in fact Crestile Limited did not have any employees on the Collegiate project.

Whatever the situation would have been under the collective agreement if the alleged violation had in fact taken place, it is clear that no such violation in fact occurred and that, therefore, the Board is not called upon to consider the matter.

On the evidence in this case, we are satisfied and do declare that on August 15th, 1961 and since that date, the union called or authorized and that James Dawe and Walter Stone engaged in an unlawful strike.

1885-61-U: Crestile Limited (Applicant) v. James Dawe and Walter Stone (Respondent).

The Board endorsed the Record as follows:

"The applicant, Crestile Limited and the respondent union entered into a collective agreement in February 1960. It was provided by this agreement, that the union would supply all journeyman lathers and apprentices to be employed by the applicant. The union admitted that this agreement was still in operation on August 15, 1961.

On and before August 14th, 1961, the applicant had a subcontract for and was performing certain lathing work on premises located at 230 Yonge Street, in the City of Toronto. The applicant employed two lathers on this project, James Dawe and Walter Stone. As a result of instructions from the union these employees did not report for work as they were scheduled to do on August 16th, and have not since reported to the applicant for work although they have returned to work on the project as employees of the builder.

The union explained that the reason it withdrew these men from the job was that it had been told by one Mr. Apted, that Crestile Limited was then employing non-union lathers on the construction of R.H. King Collegiate in Scarborough. This was denied by the applicant company and the union was invited to examine the books of W.L. Upton Limited, the contractor on the collegiate project to satisfy itself that Crestile Limited did not have any employees on this project. The union, however, declined this invitation and relied entirely on the information given to it by Apted that Crestile Limited was employing non-union men on the collegiate project. The position then and still taken at the hearing by the union on this information was that Crestile Limited was in violation of the collective agreement and that accordingly the union was entitled to cancel the agreement and to withdraw all the labour which it had supplied under the terms thereof.

The union re-affirmed its position at the hearing that in so far as it was concerned the collective agreement was cancelled and that accordingly it would not furnish the applicant with any lathers or apprentices for any of its projects. It also admitted that but for this alleged violation the collective agreement would still be in full operation.

Apted, when called as a witness in reply to the union's evidence at the hearing frankly admitted, however, that what he had told the union was not true and that in fact Crestile Limited did not have any employees on the Collegiate project.

Whatever the situation would have been under the collective agreement if the alleged violation had in fact taken place, it is clear that no such violation in fact occurred and that, therefore, the Board is not called upon to consider the matter.

On the evidence in this case, we are satisfied and do declare that on August 15th, 1961 and since that date, the union called or authorized and that James Dawe and Walter Stone engaged in an unlawful strike."

1956-61-U: E. V. Breckon Limited (Applicant) v. General Truck Drivers' Union, Local 879 (Queenston) (Respondent).
(WITHDRAWN)

1957-61-U: E. S. Fox Plumbing and Heating Limited (Applicant) v. United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Niagara District Council No. 40, Composed of Local Union Nos. 244, 595, 784. (Queenston) (Respondent).
(WITHDRAWN)

1958-61-U: Robertson-Yates Corporation Limited, (Applicant) v. International Hod Carriers', Building and Common Labourers' Union of America, Local 837, (Queenston) (Respondent). (WITHDRAWN)

1959-61-U: Robertson-Yates Corporation Limited, (Applicant) v. United Brotherhood of Carpenters and Joiners of America, Local 713. (Queenston) (Respondent) (WITHDRAWN)

1960-61-U: Ethel Harris Enterprises Limited, operating as Con-Steel Setting Company, (Applicant) v. The International Association of Bridge, Structural and Ornamental Iron Workers, Local Union No. 736, affiliated with The American Federation of Labour (Queenston) (Respondent). (WITHDRAWN)

1961-61-U: E.V. Breckon Limited (Applicant) v. Aurelian Gervais and Ralph Atchison (Queenston) (Respondent). (WITHDRAWN)

1962-61-U: Ethel Harris Enterprises Limited, operating as Con-Steel Setting Company (Applicant) v. Ed Charlinski and Joseph Guitar (Queenston) (Respondent). (WITHDRAWN)

1963-61-U: E. S. Fox Plumbing and Heating Limited (Applicant) v. C. Gordon Clarkson and Richard Gingras (Queenston) (Respondent). (WITHDRAWN)

1964-61-U: Robertson-Yates Corporation Limited (Applicant) v. Gerald Shipp, Donald Davis, and Nicola Del Buono. (Queenston) (Respondent). (WITHDRAWN)

1965-61-U: Robertson-Yates Corporation Limited (Applicant) v. Elphegi Coulombe, Lucien Pare, Rocco Condirston, and Telephore Viallancourt (Queenston) (Respondent). (WITHDRAWN)

1981-61-U: Inter-City Truck Lines Limited (Applicant) v. Frederick Aldred et al (Respondent). (WITHDRAWN)

APPLICATIONS FOR CONSENT TO PROSECUTE DISPOSED OF DURING
DURING SEPTEMBER 1961

1643-61-U: Local 299, Hotel and Club Employees' Union, of the Hotel and Restaurant Employees' and Bartenders' International Union (Applicant) v. Canadian Pacific Railway Company (Royal York Hotel) (Toronto) (Respondent). (GRANTED)
(SEE INDEXED ENDORSEMENT PAGE 214)

1853-61-U: District 50, United Mine Workers of America, (Applicant) v. Allied Fluorescent and Incandescent Ltd. (Port Credit) (Respondent).

The Board endorsed the Record as follows:

"The Board finds that the evidence adduced at the hearing is not sufficient to warrant the granting of a consent to the applicant to prosecute the respondent. The application is therefore dismissed."

1875-61-U: District 50, United Mine Workers of America, (Applicant) v. Allied Fluorescent and Incandescent Ltd. (Port Credit) (Respondent).

The Board endorsed the Record as follows:

"The Board finds that the evidence adduced at the hearing is not sufficient to warrant the granting of a consent to the applicant to prosecute the respondent. The application is therefore dismissed."

1890-61-U: Oil, Chemical and Atomic Workers International Union (Applicant) v. Cities Service Refining (Canada) Limited. (Oakville) (Respondent). (GRANTED)

The Board endorsed the Record as follows:

"The Board consents to the institution of a prosecution by the applicant of Cities Service Refining (Canada) Limited for the following offences alleged to have been committed:

that the said Cities Service Refining (Canada) Limited did contravene section 59 (1) of The Labour Relations Act in that it did on or about July 27th, 1961 and on dates thereafter, after notice was given to it under section 11 of The Labour Relations Act and without the consent of the applicant union, alter the rates of wages or other terms or conditions of employment of employees of the respondent in the bargaining unit."

1943-61-U: Cities Service Refinery Employees' Association, (Applicant) v. Cities Service Refining (Canada) Limited. (Oakville) (Respondent). (WITHDRAWN)

1966-61-U: Ethel Harris, Enterprises Limited, operating as Con-Steel Setting Company (Applicant) v. Kenneth Childs. (Queenston) (Respondent). (WITHDRAWN)

1967-61-U: E.S. Fox Plumbing and Heating Limited (Applicant) v. Horace Fisher (Queenston) (Respondent), (WITHDRAWN)

1968-61-U: Robertson-Yates Corporation Limited (Applicant) v. W. Hague (Queenston) (Respondent). (WITHDRAWN)

1969-61-U: Robertson-Yates Corporation Limited (Applicant)
v. Leonard J. Richardson, Joseph Olejnik, Roy Thompson.
(Queenston) (Respondent). (WITHDRAWN)

1970-61-U: Robertson-Yates Corporation Limited, E.S. Fox
Plumbing & Heatint Limited, Ethel Harris Enterprises Limited,
operating as Con-Steel Setting Company, E. V. Breckon Limited,
(Applicant) v. Matthew J. Burr and A. P. Wilson (Queenston)
(Respondent). (WITHDRAWN)

1971-61-U: E. V. Breckon Limited (Applicant) v. Aurelian
Gervais and Ralph Atchison (Queenston) (Respondent).
(WITHDRAWN)

1972-61-U: E. V. Breckon Limited (Applicant) v. Douglas
Fisher (Queenston) (Respondent). (WITHDRAWN)

1973-61-U: Robertson-Yates Corporation Limited (Applicant)
v. Elphegi Coulombe, Lucien Pare, Rocco Condirston, and
Telephore Viallancourt (Queenston) (Respondent).
(WITHDRAWN)

1974-61-U: E. S. Fox Plumbing and Heating Limited (Applicant)
v. C. Gordon Clarkson and Richard Gingras (Queenston)
(Respondent). (WITHDRAWN)

1975-61-U: Ethel Harris Enterprises Limited, operating as
Con-Steel Setting Company (Applicant) v. Ed Charlinski and
Joseph Guitar (Queenston) (Respondent). (WITHDRAWN)

1976-61-U: Robertson-Yates Corporation Limited (Applicant)
v. Gerald Shipp, Donald Davis, Nicola Del Buono, Raymond
Friolet, Arthur Perry, Ronald Nord, Mike Trostjansky, Joseph
Lee, Jake Muraca, Robert Smith, Earnest Addis, Stanly Grabon,
Frank Michetich, Gene Kobos, Norman Dumias, Regent Begin,
Domonic Galco, Pasqualino Macri. (Queenston) (Respondent).
(WITHDRAWN)

1996-61-U: United Brotherhood of Carpenters & Joiners of
America, A.F.L. C.I.O. C.L.C. (Applicant) v. Simpsons London
Limited (London) (Respondent). (WITHDRAWN)

APPLICATIONS UNDER SECTION 65 (UNFAIR LABOUR PRACTICE)
DISPOSED OF DURING SEPTEMBER 1961

1519-61-U: Herman Luks (Complainant) v. Mr. Pete Coslett,
Financial Secretary of the Local Union No. 1788 of the
Intern. Brotherhood of Electrical Workers, and Mr. Francis
Murphy, president of the same Local Union, and Mr. Rowland
Hill, Chairman of the Allied Construction Council
(Respondents).

1625-61-U: National Union of Public Employees (Applicant)
v. Ottawa Sanitation Services Limited. (Respondent).

1705-61-U: International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers, Local 419, Warehousemen and
Miscellaneous Drivers, (Applicant) v. Local Cartage Company.
(Respondent).

1750-61-U: Shopmen's Local Union #757 of the International
Association of Bridge, Structural and Ornamental Ironworkers
affiliated with the A.F.L.-C.I.O. C.L.C. (Applicant) v.
Prime Windows of Canada Limited. (Toronto) (Respondent).

1801-61-U: Retail Clerks International Association,
(Applicant) v. Dryden 5¢ to \$1.00 Store Limited (Dryden)
(Respondent).

1759-61-U: Shopmen's Local Union #757 of the International
Association of Bridge, Structural and Ornamental Ironworkers
affiliated with the A.F.L.-C.I.O. C.L.C. (Applicant) v. Prime
Windows of Canada Limited (Toronto) (Respondent).

1859-61-U: International Leather Goods, Plastics and Novelty
Workers' Union, Local No. 8, (Applicant) v. David Barry
Company Limited (Respondent).

1900-61-U: Building Service Employees' Union, Local 204,
(Applicant) v. Chartered Trust Limited (Toronto) (Respondent).

1980-61-U: United Brotherhood of Carpenters & Joiners of
America, A.F.L. C.I.O. C.L.C. (Applicant) v. Simpsons London
Limited (London) (Respondent).

CERTIFICATION INDEXED ENDORSEMENTS

763-60-R: United Packinghouse Food & Allied Workers
(Applicant) v. Brampton Poultry, A Division of the Quaker Oats
Company of Canada Limited (Respondent).
(DISMISSED SEPTEMBER 1961).

Unit: "all employees of the respondent at Brampton, save
and except foremen, persons above the rank of foreman and
office staff."

On April 7, 1961, the Board endorsed the Record as follows:

"This is an application for certification.

A group of employees filed an objection
to the application within the time prescribed by
section 50 of the Board's Rules of Procedure.

At the hearing in this matter, counsel for the applicant tendered a document which, he stated, was signed by two employees in the bargaining unit. This document was tendered as indicating a change of mind by the two employees with respect to the document filed earlier in opposition to the application. The document so tendered was properly identified and placed in a sealed envelope pending the Board's determination as to whether it should be accepted by the Board after the terminal date.

Section 50, subsection 1 of the Rules provides:

50.(1) Evidence of membership in a trade union or of objection by employees to certification of a trade union or of signification by employees that they no longer wish to be represented by a trade union shall not be accepted by the Board on an application for certification or for a declaration terminating bargaining rights unless the evidence is in writing, signed by the employee or each member of a group of employees, as the case may be, and

- (a) is accompanied by a return mailing address and the name of the employer; and
- (b) is filed not later than the terminal date for the application.

The basis for this rule is to be found in section 77, subsection(2)(j) of the Labour Relations Act which provides:

77.(2) without limiting the generality of subsection 1, the Board has power, ... (j) to determine the form in which and the time as of which evidence of membership in a trade union or of objection by employees to certification of a trade union or of signification by employees that they no longer wish to be represented by a trade union shall be presented to the Board on an application for certification or for a declaration terminating bargaining rights, and to refuse to accept any evidence of membership or objection or signification that is not presented in the form and as of the time so determined.

In our view, a document signed by employees and purporting to revoke an earlier written objection to certification and/or purporting to reaffirm a desire to have a trade union represent them as expressed in an application for membership in the trade union, is included in the words "evidence of membership in a trade union or of objection by employees to certification of a trade union", as contained in section 50, subsection 1 of the Rules. While in a technical sense such document may not constitute an objection to certification, it clearly constitutes evidence relating to such objection. In any event, in the broad sense, it must be regarded as evidence relating to the question of membership in a trade union.

The document in question, therefore, will not be accepted by the Board and the Registrar is directed to return it to the applicant."

INDEXED ENDORSEMENT IN APPLICATION FOR CONSENT TO PROSECUTE

1643-61-U: Local 299, Hotel and Club Employees' Union, AFL-CIO-CLC, of the Hotel and Restaurant Employees' and Bartenders' International Union (Applicant) v. Canadian Pacific Railway Company (Royal York Hotel) (Toronto). (Respondent). (GRANTED SEPTEMBER 1961)

The Board endorsed the Record as follows:

"In granting leave to institute a prosecution, the Board seldom gives reasons for its decision. The reason for this practice is the danger that such reasons will be interpreted as an expression of opinion by the Board on the merits of the prosecution itself.

In the present case the facts are clear. The issues raised by counsel in their arguments, however, involve questions of law, the answers to which, in our opinion, are far from clear.

The Board, therefore, consents to the institution of a prosecution against the Canadian Pacific Railway Company in this matter for the following offences alleged to have been committed:

- (a) that the said Canadian Pacific Railway Company did, on or about the 26th day of June, 1961, and again on or about the 10th day of July, 1961, contravene section 50 (c) of The Labour Relations Act in that it did seek by threat of dismissal to compel certain of its employees to cease their participation in a lawful strike at its Royal York Hotel;
- (b) that the said Canadian Pacific Railway Company did, on or after the 16th day of July, 1961, contravene section 50 (a) of The Labour Relations Act in that it did refuse to employ or refused to continue to employ certain of its employees engaged in a lawful strike at its Royal York Hotel.

The appropriate documents will issue."

Board Member, Colin C. Young dissented and said:

"I dissent. In my view, sub-paragraphs (a) and (b) of paragraph 3 of the majority decision in this matter disclose no offence under section 50 of The Labour Relations Act. I would therefore refuse consent to the institution of a prosecution."

SPECIAL ENDORSEMENT IN CONCILIATION APPLICATION

1917-61-C: Toronto Theatrical Stage Employees Union Local 58, of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada (Applicant) v. Allco Amusements Limited, operating the Casino Theatre. (Respondent). (REFERRED SEPTEMBER 1961)

The Board endorsed the Record as follows:

"It is clear that at the present time the respondent continues to employ the persons who are covered by the collective agreement previously in existence between the parties. It is also clear that the respondent gave notice terminating the contract, that the union requested a meeting between the parties and that such meeting took place.

We are satisfied that the parties have arrived at a stage in their negotiations where further meetings between them are not likely to produce any useful results.

In these circumstances and without expressing any opinion as to what the situation would have been had the respondent laid off its employees on the Saturday preceding Labour Day 1961, the Board is of the opinion that conciliation services should be granted."

APPLICATIONS FOR DECLARATION CONCERNING STATUS OF SUCCESSOR

TRADE UNION

1666-61-C: Local 634, of the International Alliance of Theatrical Stage Employees, and Moving Picture Machine Operators, of The United States and Canada (Applicant) v. Timmins Theatres Limited (Respondent).

The Board endorsed the Record in part as follows:

"The Board finds that the applicant is, by reason of a merger, the successor to Kirkland Lake and Timmins Local No. 669 of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada which was the bargaining agent for units of employees of the respondent defined in three collective agreements between Timmins Theatres Limited and Kirkland Lake and Timmins Local No. 669 of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada covering the Broadway, Palace and Victory Theatres respectively, each of which was made March 31st, 1959 and each of which was effective from March 31st, 1959 to March 31st, 1960 and for the ensuing year thereafter subject to notice.

An affirmative declaration under section 47 of The Labour Relations Act to the effect that the applicant is the successor to Kirkland Lake and Timmins Local No. 669 of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada which was a party to the three agreements referred to with the respondent will issue."

TRUSTEESHIP REPORT FILED

T6-60

United Steelworkers of America Local Union
5506 at Cobalt. Report filed under date
of September 14, 1961, by D. M. Storey,
Legislative Representative, in respect of
Local 5506 stated that "trusteeship has
been lifted from this local union, and
they are now proceeding to elect local
union officers."

PART II

STATISTICAL TABLES

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TABLE I

APPLICATIONS & COMPLAINTS TO THE ONTARIO LABOUR RELATIONS BOARD

Type of Application	Number of Applications Filed		
	Sept. '61	1st 6 months of 61-62	fiscal year 60-61
I Certification	62	369	386
II Declaration Terminating Bargaining Rights	3	26	24
III Declaration of Successor Status	-	1	4
IV Conciliation Services	82	586	549
V Declaration that Strike Unlawful	12	31	13
VI Declaration that Lockout Unlawful	-	1	2
VII Consent to Prosecute	18	67	50
VIII Complaint of Unfair Practice in Employment (Section 65)	7	68	-
IX Miscellaneous	-	10	4
TOTAL	<u>184</u>	<u>1159</u>	<u>1032</u>

TABLE II

HEARINGS OF THE ONTARIO LABOUR RELATIONS BOARD

Hearings and continuation of Hearings by the Board	Number		
	Sept. '61	1st 6 months of 61-62	fiscal year 60-61
	76	486	448

TABLE III

APPLICATIONS & COMPLAINTS DISPOSED OF BY THE ONTARIO LABOUR
RELATIONS BOARD BY MAJOR TYPES

		Sept. '61	<u>1st 6 months of fiscal year</u>	
			61-62	60-61
Type of Application				
I	Certification	61	394	407
II	Declaration Terminating Bargaining Rights	3	26	31
III	Declaration of Successor Status	-	1	7
IV	Conciliation Services	72	621	545
V	Declaration that Strike Unlawful	13	31	17
VI	Declaration that Lockout Unlawful	-	1	1
VII	Consent to Prosecute	17	63	50
VIII	Complaint of Unfair Practice in Employment (Section 65)	9	67	-
IX	Miscellaneous	-	10	6
TOTAL		<u>175</u>	<u>1214</u>	<u>1064</u>

TABLE IV

APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS

BOARD BY TYPES AND BY DISPOSITION

*Employees

I Disposition	Sept 1st '61	6 mos 61-62	fiscal yr. 60-61	Sept 1st '61	6 mos 61-62	fiscal yr. 60-61
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Certification

Certified	42	253	272	685	6787	7294
Dismissed	13	95	88	365	3990	3470
Withdrawn	<u>6</u>	<u>46</u>	<u>47</u>	<u>262</u>	<u>1139</u>	<u>825</u>
TOTAL	<u>61</u>	<u>394</u>	<u>407</u>	<u>1312</u>	<u>11916</u>	<u>11589</u>

II Termination of Bargaining Rights

Terminated	2	11	16	80	250	367
Dismissed	-	13	10	-	258	352
Withdrawn	<u>1</u>	<u>2</u>	<u>5</u>	<u>64</u>	<u>64</u>	<u>393</u>
TOTAL	<u>3</u>	<u>26</u>	<u>31</u>	<u>144</u>	<u>572</u>	<u>1112</u>

* These figures refer to the number of employees directly affected and are based on the number of employees in the bargaining units at the time the applications for certification were filed with the Board. Totals for applications dismissed and withdrawn are approximate.

- S45 - APPLICATIONS DISPOSED OF BY
BOARD (continued)

Number of appl'ns Dis. of
Sept 1st 6 mos. fiscal yr.
'61 61-62 60-61

III Conciliation Services*

Referred	67	588	513
Dismissed	-	8	12
Withdrawn	<u>5</u>	<u>25</u>	<u>20</u>
TOTAL	<u>72</u>	<u>621</u>	<u>545</u>

IV Declaration that
Strike Unlawful

Granted	2	3	2
Dismissed	-	2	1
Withdrawn	<u>11</u>	<u>26</u>	<u>14</u>
TOTAL	<u>13</u>	<u>31</u>	<u>17</u>

V Declaration that
Lockout Unlawful

Granted	-	-	1
Dismissed	-	1	-
Withdrawn	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL	<u>-</u>	<u>1</u>	<u>1</u>

VI Consent to
Prosecute

Granted	2	11	14
Dismissed	2	8	2
Withdrawn	<u>13</u>	<u>44</u>	<u>34</u>
TOTAL	<u>17</u>	<u>63</u>	<u>50</u>

* Includes applications for conciliation services re unions claiming successor status.

TABLE V

REPRESENTATION VOTES IN CERTIFICATION APPLICATIONS DISPOSED
OF BY THE BOARD

	Number of Votes		
	<u>Sept '61</u>	<u>1st 6 months of fiscal yr. 61-62</u>	<u>60-61</u>
* <u>Certification After Vote</u>			
pre-hearing vote	4	27	-
post-hearing vote	4	23	27
<u>Dismissed After Vote</u>			
pre-hearing vote	1	11	-
post-hearing	<u>4</u>	<u>31</u>	<u>42</u>
TOTAL	<u>13</u>	<u>92</u>	<u>69</u>

* Includes applicant - intervener applications in which both applicant and intervener apply for a new unit and either applicant or intervener is certified.

TABLE VI

REPRESENTATION VOTES IN TERMINATION APPLICATIONS DISPOSED
OF BY THE BOARD

	Number of Votes		
	<u>Sept '61</u>	<u>1st 6 months of fiscal yr. 61-62</u>	<u>60-61</u>
Respondent Union Successful	-	2	5
Respondent Union Unsuccessful	<u>2</u>	<u>10</u>	<u>8</u>
TOTAL	<u>2</u>	<u>12</u>	<u>13</u>

* In termination proceedings where a vote is taken, the applicant is a group of employees, or the employer; the incumbent union is thus the respondent.

MONTHLY REPORT

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3
OCTOBER 1991

ONTARIO LABOUR RELATIONS BOARD



P R A C T I C E N O T E S

IT IS THE INTENTION OF THE BOARD TO ISSUE FROM TIME TO TIME PRACTICE NOTES ON VARIOUS MATTERS. THESE PRACTICE NOTES ARE FOR THE GENERAL GUIDANCE AND INFORMATION OF PERSONS WHO MAY HAVE RESORT TO THE BOARD. THEY SET OUT THE GENERAL PROCEDURES THAT THE BOARD HAS EVOLVED ON THE MATTER WITH WHICH THE PRACTICE NOTE DEALS UP TO THE TIME IT IS ISSUED.

Practice Note 3/61

December 1, 1961

APPLICATION FOR CERTIFICATION
PRE-HEARING REPRESENTATION VOTES
LEAVE TO AMEND

1. In an Application for Certification where the words "does not" in Paragraph #5 on Form 1 are not struck out by the applicant, the application will be processed by the Board without a pre-hearing representation vote being taken.

Paragraph #5 reads as follows: "The applicant ^{does} not request that a pre-hearing representation vote be taken in this matter among the employees in such voting constituency as the Board determines.

N.B. This application will be processed without a representation vote being taken, unless the applicant clearly indicates that it DOES request a pre-hearing representation vote by striking out the words "does not" in Paragraph 5.

2. If, subsequent to the making of the application the applicant requests leave to amend the application by striking out the words "does not" in Paragraph 5 aforesaid, leave to amend the application will not be granted (subject to the policy outlined in Practice Note #2) unless the request for such leave is received by the Registrar prior to the time when the Registrar has mailed notice of the application to the parties.

MONTHLY REPORT OF THE ONTARIO LABOUR RELATIONS BOARD

FOR THE MONTH OF OCTOBER, 1961

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APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS

BOARD DURING OCTOBER 1961

Bargaining Agents Certified During October
No Vote Conducted

795-60-R: Retail, Wholesale and Department Store Union,
AFL:CIO:CLC (Applicant) v. Canada Bread Company Limited.
(Respondent)

Unit: "all employees of the respondent at its Kitchener Depot, save and except route foremen, persons above the rank of route foreman, canvassers, store clerks, office staff, persons regularly employed for not more than twenty-four hours per week, and students employed during the school vacation period." (7 employees in the unit).

The Board endorsed the Record as follows:

"The Board notes the statement of the respondent that the canvassers are not spare drivers.

The facts concerning the relationship between the respondent company and James F. Hosie, Jr., Henry J. Fischer, James Scully, Colin Bruce Finnie, Wilfred Lawrenson, Lorne Henry Matthews, Sam Kitchener Hunt and Lothar Wolf, classified by the respondent company as franchise dealers are essentially the same as those set out in the Board's written reasons for decision in the case of Bakery and Confectionery Workers' International Union of America, Local 284 and Canada Bread Company Limited (File 17196-58). For the reasons there given, we find that the named franchise dealers are independent contractors and not employees of the respondent company."

Board Member Edmund Boyer dissented and said:

"I dissent from that part of the decision of the majority which relates to the franchise dealers. For the reasons given by Board Member G. Russell Harvey in his dissent in the Canada Bread Case referred to above in the majority decision in this case, I find that the franchise dealers are employees of the company and not independent contractors and I would have included them in the bargaining unit."

1744-61-R: Hotel and Restaurant Employees Union, Local 743
Affiliated with: Hotel and Restaurant Employees & Bartenders
I.U., AFL-CIO Canadian Labour Congress & Windsor and District
Labour Council (Applicant) v. Kenneth Eddie Limited
(Respondent)

Unit: "all employees of the respondent at Windsor regularly
employed for not more than 24 hours per week, save and
except managers, persons above the rank of manager,
musicians, entertainers and office staff."
(7 employees in the unit).

1747-61-R: Local Union No. 636, International Brotherhood of
Electrical Workers (AFL-CIO-CLC) (Applicant) v. Public
Utilities Commission, Township of Scarborough (Respondent)

Unit: "all office employees of the respondent, save and
except office supervisors, persons above the rank of office
supervisor, professional engineers, one confidential
secretary to the following, namely, general manager,
assistant general manager and chief engineer, persons
regularly employed for not more than 24 hours per week and
students employed for the school vacation period."
(99 employees in the unit).

1828-61-R: Ready Mix, Building Supply, Hydro and
Construction Drivers, Warehousemen and Helpers, Local Union
No. 230, of the International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers of America (Applicant)
v. Builders' Supplies Limited (Respondent)

Unit: "all employees of the respondent at Metropolitan
Toronto, save and except foremen, persons above the rank of
foreman and office staff." (9 employees in the unit).

1893-61-R: Retail, Wholesale and Department Store Union,
AFL-CIO-CLC (Applicant) v. Raital Limited (Respondent)

Unit: "all employees of the respondent at London, save and
except manager, persons above the rank of manager and office
staff." (21 employees in the unit).

1898-61-R: United Brotherhood of Carpenters and Joiners of
America, Local Union 1450 (Applicant) v. Ernest Hofmann
Construction (Respondent)

Unit: "all carpenters and carpenters' apprentices employed
by the respondent at its St. Peter's School project at
Peterborough, save and except non-working foremen and persons
above the rank of non-working foreman."
(3 employees in the unit).

1941-61-R: Amalgamated Association of Street Electric Railway and Motor Coach Employees of America, Division 846 (Applicant) v. The Corporation of the City of St. Catharines (Respondent)

Unit: "all employees engaged in the operation of the public bus transportation system of the respondent at St. Catharines, save and except inspectors, foremen, persons above the rank of inspector or foreman, and office and payroll personnel."
(63 employees in the unit).

1945-61-R: General Truck Drivers Local Union No. 879, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Regal Transport Limited (Respondent)

Unit: "all employees of the respondent at its depot in Esqueusing Township, save and except foremen, persons above the rank of foreman and office staff."
(10 employees in the unit).

2009-61-R: Sheet Metal Workers' International Association Local Union 397 (Applicant) v. Delux Metal Craft (Respondent)

Unit: "all employees of the respondent employed at or working out of Port Arthur engaged in the application of roofing material (other than wood shingles and metal), save and except non-working foremen, persons above the rank of non-working foreman, office staff and persons covered by a subsisting collective agreement."
(6 employees in the unit).

2010-61-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 141, Warehousemen and Miscellaneous Drivers (Applicant) v. N.J. Spivak Limited (Respondent)

Unit: "all truck drivers of the respondent at its depot at R.R. #10 London, save and except foremen and persons above the rank of foreman." (3 employees in the unit).

2020-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Howard A. Haskett (Respondent)

Unit: "all employees of the respondent at its service station at 1805 Victoria Park Avenue, Scarborough, save and except assistant manager, persons above the rank of assistant manager and office staff."
(5 employees in the unit).

2021-61-R: United Cement, Lime and Gypsum Workers International Union, C.L.C., (Applicant) v. Meteor Building Supplies Limited (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office staff." (15 employees in the unit).

2030-61-R: Retail, Wholesale and Department Store Union, AFL-CIO:CLC (Applicant) v. Albert Victor Cormack and Victor Varco Cormack, carrying on business under the name and style of A.V. Cormack & Son Beverages (Respondent)

Unit: "all employees of the respondent employed at/working and out of Parry Sound, save and except foremen, supervisors, office staff, salesmen other than driver salesmen and persons regularly employed for not more than 24 hours per week." (6 employees in the unit).
(Unit agreed to by the parties)

2032-61-R: United Glass and Ceramic Workers of North America (AFL-CIO, CLC) (Applicant) v. Cooksville Laprairie Brick Limited (Respondent)

Unit: "all employees of the respondent at its plant in South Gloucester, save and except foremen, persons above the rank of foreman and office staff."
(36 employees in the unit).

2038-61-R: Food Handlers Local Union 175 of The Amalgamated Meat Cutters and Butcher Workmen of N.A. AFL-CIO (Applicant) v. Pickering Farms Ltd. (Respondent)

Unit: "all employees of the respondent in its stores in Metropolitan Toronto, save and except assistant store managers, persons above the rank of assistant store manager, meat department employees, persons regularly employed for not more than 24 hours per week and students employed during off school hours and the school vacation period."
(43 employees in the unit).

2045-61-R: Amalgamated Clothing Workers of America, (Applicant) v. McGregor Sportswear of Canada Ltd. (Respondent)

Unit: "all employees of the respondent at Guelph, save and except foremen, foreladies, persons above the ranks of foreman and forelady and office and sales staff."
(110 employees in the unit).

2050-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Canadian Silica Corporation Limited (Respondent)

Unit: "all employees of the respondent at Whitby, save and except foremen, persons above the rank of foreman and office staff." (7 employees in the unit).

2051-61-R: Building Service Employees' International Union Local 204, AFL-CIO-CLC (Applicant) v. Tusca Investments Limited (Respondent) v. The Canadian Union of Operating Engineers (Intervener)

Unit: "all employees of the caretaking and maintenance staff of the respondent at the Prudential Building, 2 King Street West, Toronto, save and except foremen, foreladies, persons above the ranks of foreman or forelady, persons regularly employed for not more than twenty-four hours per week, stationary engineers and office staff." (30 employees in the unit).

2076-61-R: Oil, Chemical and Atomic Workers International Union (Applicant) v. Cities Service Oil Company Limited (Respondent)

Unit: "all employees of the respondent at its Trafalgar Tank Station in the Township of Trafalgar, save and except supervisors, persons above the rank of supervisor, office staff and service station employees." (3 employees in the unit).

2086-61-R: Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 880, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Chatham Plating Limited (Respondent)

Unit: "all employees of the respondent at Chatham, save and except foremen, persons above the rank of foreman, watchmen and office staff." (6 employees in the unit).

2117-61-R: Toronto Newspaper Guild, Local 87, and American Newspaper Guild, AFL-CIO-CLC (Applicant) v. The Telegram Publishing Company Limited (Respondent)

Unit: "all employees of the respondent in the promotion and art department at Toronto, save and except promotion manager, assistant promotion manager, confidential secretary to the promotion manager, art manager and office manager." (22 employees in the unit).

2123-61-R: International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (U.A.W.) (Applicant) v. Oak Stamping Company (Respondent)

Unit: "all employees of the respondent at its plant in the Township of Sandwich East, save and except foremen, persons above the rank of foreman and office staff."
(5 employees in the unit).

2137-61-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 141, Warehousemen and Miscellaneous Drivers (Applicant) v. Canada Bread Company Limited (Respondent)

Unit: "all driver salesmen of the respondent at Tillsonburg, save and except foremen, persons above the rank of foreman, office staff, students hired for the school vacation period, and persons regularly employed for not more than 24 hours per week." (3 employees in the unit).
(Unit agreed to by the parties)

2121-61-R: Laundry, Dry Cleaning and Dye House Workers' International Union, Local 351 (Applicant) v. Excelsior Laundry Ltd. (Respondent)

Unit: "all employees of the respondent at Toronto, save and except foremen, foreladies, persons above the ranks of foreman or forelady, drivers, office staff, retail clerks and persons regularly employed for not more than 24 hours per week." (30 employees in the unit).

2138-61-R: Canadian Union of Operating Engineers (Applicant) v. Georgetown & District Memorial Hospital (Respondent)

Unit: "all stationary engineers employed by the respondent in its boiler room at Georgetown, save and except the chief engineer." (4 employees in the unit).

2140-61-R: Retail, Wholesale and Department Store Union, AFL-CIO:CLC (Applicant) v. United Fruit Distributors Ltd. (Hamilton) Limited (Respondent)

Unit: "all employees of the respondent at Hamilton, save and except foremen, persons above the rank of foreman, and office staff." (17 employees in the unit).

2143-61-R: Kingston Typographical Union Local 204 (I.T.U.) (Applicant) v. Picton Gazette Publishing Co. Ltd. (Respondent)

Unit: "all employees of the respondent at Picton, save and except foremen, persons above the rank of foreman and office and sales staff." (12 employees in the unit).

2158-61-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Local 419, Warehousemen and Miscellaneous Drivers (Applicant) v. Barber-Ellis of Canada Limited (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office and sales staff."
(12 employees in the unit).

(SEE INDEXED ENDORSEMENT PAGE 248)

2174-61-R: International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (U.A.W.) (Applicant) v. White Mop Wringer Company of Canada, Ltd. (Respondent)

Unit: "all employees of the respondent in its plant at Paris, save and except foremen, persons above the rank of foreman and office staff." (14 employees in the unit).

Certified Subsequent to Pre-hearing Vote

1937-61-R: Canadian Union of Operating Engineers (Applicant) v. Kelsey Wheel Company, Limited (Respondent) v. Local 944, International Union of Operating Engineers (Intervener)

Unit: "all stationary engineers and persons regularly employed as their helpers, employed by the respondent in its power plant at Windsor, save and except the chief engineer and persons above the rank of chief engineer."
(8 employees in the unit).

Number of names on revised eligibility list		7
Number of ballots cast		7
Number of ballots marked in favour of applicant	6	
Number of ballots marked in favour of intervener	1	

1950-61-R: The Canadian Union of Operating Engineers (Applicant) v. Cyanamid of Canada Limited (Respondent) v. Local 866 I.U.O.E. (Intervener)

Unit: "all stationary engineers in the main steam plant of the respondent at its Niagara plant, save and except the chief stationary engineer."
(5 employees in the unit).

	revised	
Number of names on/eligibility list		5
Number of ballots cast		5
Number of ballots marked in favour of applicant	4	
Number of ballots marked in favour of intervener	1	

2044-61-R: The Canadian Union of Operating Engineers,
(Applicant) v. The Hamilton Cotton Company Limited
(Respondent) v. International Union of Operating Engineers,
Local 700 (Intervener)

Unit: "all stationary engineers and persons primarily
engaged as their helpers employed in the power house of
the respondent at its Mary Street plant at Hamilton, save
and except the chief engineer."
(9 employees in the unit).

Number of names on revised eligibility list		8
Number of ballots cast		8
Number of ballots marked in favour of applicant	8	
Number of ballots marked in favour of intervener	0	

Certified Subsequent to Post-hearing Vote

1513-61-R: International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers, Local 938, General
Truck Drivers (Applicant) v. Gus Marker Block & Tile Limited
(Respondent)

Unit: "all employees of the respondent at Kingston, save
and except foremen, persons above the rank of foreman and
office and sales staff." (20 employees in the unit).

Number of names on revised eligibility list		22
Number of ballots cast		22
Number of spoiled ballots	1	
Number of ballots marked in favour of applicant	14	
Number of ballots marked as opposed to applicant	7	

1671-61-R: Teamster Local Union No. 230, Ready-Mix,
Building Supply Hydro & Construction Drivers, Warehousemen
& Helpers, I.B. of T.C.W. & H. of A. (Applicant) v. Dullio
Valentini (Respondent)

Unit: "all employees of the respondent employed at or working out of Copper Cliff, save and except foremen and dispatchers, persons above the ranks of foreman or dispatcher, office staff, students hired for the school vacation period and persons regularly employed for not more than 24 hours per week." (20 employees in the unit).

Number of names on revised eligibility list	16
Number of ballots cast	16
Number of ballots marked in favour of applicant	9
Number of ballots marked as opposed to applicant	7

Applications for Certification Dismissed No Vote Conducted

1650-61-R: International Union, United Automobile, Aircraft & Agricultural Implement Workers of America (UAW); (Applicant) v. Computing Devices of Canada, Limited; (Respondent) v. The Employees' Association of Computing Devices of Canada Limited. (Intervener) (378 employees).

The Board endorsed the Record as follows:

"Having regard to all the evidence before the Board including the representations of the parties, the Board finds that the applicant has as members less than forty-five per cent of the employees of the respondent in any bargaining unit which the Board might deem to be appropriate, and the application is accordingly dismissed."

1680-61-R: Retail, Wholesale and Department Store Union (Applicant) v. Vendomatic Services Limited (Respondent) v. Milk and Bread Drivers, Dairy Employees Caterers and Allied Employees Local Union 647 (Intervener). (14 employees).

The Board endorsed the Record as follows:

"For reasons given orally at the hearing, the Board finds that the intervener has failed to establish its status in this matter."

Unit: "all employees of the respondent in its Automatic Vending Division at Metropolitan Toronto, save and except supervisors, persons above the rank of supervisor and office staff." (14 employees in the unit)

The Board further endorsed the Record as follows:

"This hearing was directed by the Board to inquire into the evidence of membership submitted by the applicant in support of its application as bargaining agent for certain employees of the respondent as described in the Board's certificate dated August 2nd, in this matter, following an investigation by the Board into allegations by certain employees of the respondent in the bargaining unit that the initiation fee paid by them was not a monetary contribution by them.

The evidence adduced at the hearing was that the one dollar, collected on account of the initiation fee from the employees who became members of the applicant, was distributed to each employee as set out below, at the time the application card for membership in the applicant was signed.

The initiation fees so collected came from an employees' social club fund to which each of the employees had contributed. This money was distributed to the employees by Noel Kendall, the treasurer of the employees' social club, who at the time the application was made was a supervisor of the respondent not included in the bargaining unit.

After the application cards were signed and the one dollar initiation fee was returned to Noel Kendall, the latter delivered the application cards and the one dollar initiation fees to another employee of the respondent in the bargaining unit and, subsequently, the application cards and initiation fees were picked up by Mr. C. Dahmer an international representative of the applicant. Mr. C. Dahmer made no inquiry of Noel Kendall to determine whether or not the persons who signed the application cards had in fact paid the initiation fees.

The Board finds that the one dollar which was handed to each employee in the bargaining unit out of the social club fund was given to each employee for the sole purpose of paying the initiation fee to the applicant and that there was no personal sacrifice by such employees in the payment of the initiation fees in this manner.

The Board further finds that the international representative did not exercise the caution required of him in collecting the application cards and initiation fees and informing the Ontario Supervisor of the applicant union of the manner in which such initiation fees were collected so that full disclosure

could be made by the Ontario Supervisor in completing the Declaration Concerning Membership Documents (Form 9) of the Board's Rules of Procedure. This was admitted by the representative of the applicant at the hearing.

Having regard to the decision of the Board in the Webster Air Equipment Company Limited Case C.C.H. Canadian Labour Law Reporter, Transfer Binder 1955-59 ¶16110, wherein the Board stated that the Board's policy "requires such assurances to be based on personal knowledge of the facts or on inquiries from the persons who themselves collected the money.... any attempt to mislead the Board and any failure to make full disclosures of all material facts must weigh heavily against the applicant", the Board finds that since the mischief in this case was done by an international representative of the applicant who has had considerable experience with these matters for a period of approximately five years, the Board's decision in this matter must be against the applicant.

The Board therefore revokes its decision of August 2nd, 1961, in this matter.

The application is therefore dismissed.

The evidence adduced at the hearing of the flagrant collusive activity between the applicant and the respondent with respect to the signing of the membership cards and the bringing of this application has caused the Board grave concern. However, having regard to the finding of non-disclosure with respect to the membership position of the applicant, it is not necessary for the Board to determine what effect such evidence might otherwise have had on the case."

1782-61-R: United Brotherhood of Carpenters and Joiners of America Local Union 93 (Applicant) v. Collegiate Institute Board of Ottawa (Respondent). (19 employees).

The Board endorsed the Record as follows:

"The Board finds that the respondent is a municipality as defined in the provisions of The Municipal Affairs Act and that it has declared pursuant to the provisions of section 89 of The Labour Relations Act that The Labour Relations Act shall not apply to it in its relations with its employees or any of them.

In view of the action of the respondent in making such a declaration, the Board has no jurisdiction to process this application further and the application is accordingly terminated."

1944-61-R: United Brotherhood of Carpenters and Joiners of America, Local Union 1669 (Applicant) v. Hill Clark Frances Limited. (Respondent). (10 employees).

The Board endorsed the Record as follows:

"Although the applicant has requested leave to withdraw its application in this matter, the Board, following its usual practice in such cases, dismisses the application."

Should there be another application for certification by the applicant, covering employees affected by this application, the Board will, at that time, entertain any representations the parties may wish to make with respect to the timeliness of that application."

2159-61-R: United Brotherhood of Carpenters and Joiners of America, Toronto and District Council of Carpenters and Millmen (Applicant) v. Frid Construction Company Limited, Contractors & Engineers. (Peel and Halton Counties laying west of a 25 mile radius of Toronto City Hall and east of Highway 25) (Respondent). (28 employees).

The Board endorsed the Record as follows:

"Although the applicant has requested leave to withdraw this application, the Board following its usual practice dismisses the application."

2178-61-R: International Hod Carriers' Building and Common Labourers' Union of America, AFL-CIO, Local Union #781, (Applicant) v. G. Danelon & Son Ltd. (Respondent). (11 employees).

The Board endorsed the Record as follows:

"At the hearing of this application, counsel for the respondent admitted that

- (1) the respondent had been a member of the Plasterers' Contracting Association of Toronto, an employers' organization,

at the time when the Association entered into a collective agreement with the applicant union, the agreement having effect until April 30, 1961.

- (ii) the agreement was binding upon the respondent under section 38 of The Labour Relations Act;
- (iii) the respondent ceased to be a member of the Association during the term of operation of the agreement and it must therefore be deemed to have become party to a like agreement with the applicant;
- (iv) appropriate notices were given by the applicant and the respondent to each other in compliance with section 40 of the Act.

the representative of the applicant concurred in these admissions. Having regard to the evidence and the representations of the parties, the Board finds that the applicant was at the time of the making of this application the bargaining agent for the employees of the respondent concerned in this application and that it is entitled to bargain on their behalf with the respondent. In view of the decision of the Board in the Loblaw Groceterias Case, (1944) D.L.S. 7-1115, this proceeding is terminated."

2179-61-R: International Hod Carriers' Building and Common Labourers' Union of America, AFL-CIO, Local Union #781, (Applicant) v. Norman Lathing Limited (Respondent). (30 employees).

The Board endorsed the Record as follows:

"At the hearing of this application, counsel for the respondent admitted that

- (i) the respondent had been a member of the Plasterers' Contracting Association of Toronto, an employers' organization, at the time when the Association entered into a collective agreement with the applicant union, the agreement having effect until April 30, 1961.

- (ii) the agreement was binding upon the respondent under section 38 of The Labour Relations Act;
- (iii) the respondent ceased to be a member of the Association during the term of operation of the agreement and it must therefore be deemed to have become party to a like agreement with the applicant;
- (iv) appropriate notices were given by the applicant and the respondent to each other in compliance with section 40 of the Act.

the representative of the applicant concurred in these admissions. Having regard to the evidence and the representations of the parties, the Board finds that the applicant was at the time of the making of this application the bargaining agent for the employees of the respondent concerned in this application and that it is entitled to bargain on their behalf with the respondent. In view of the decision of the Board in the Loblaw Groceterias Case, (1944) D.L.S. 7-1115, this proceeding is terminated."

2180-61-R: International Hod Carriers' Building and Common Labourers' Union of America, AFL-CIO, Local Union #781 (Applicant) v. Gambin Bros. Ltd. (Respondent) (4 employees).

The Board endorsed the Record as follows:

"At the hearing of this application, counsel for the respondent admitted that

- (i) the respondent had been a member of the Plasterers' Contracting Association of Toronto, an employers' organization, at the time when the Association entered into a collective agreement with the applicant union, the agreement having effect until April 30, 1961.
- (ii) the agreement was binding upon the respondent under section 38 of The Labour Relations Act;

- (iii) the respondent ceased to be a member of the Association during the term of operation of the agreement and it must therefore be deemed to have become party to a like agreement with the applicant;
- (iv) appropriate notices were given by the applicant and the respondent to each other in compliance with section 40 of the Act.

the representative of the applicant concurred in these admissions. Having regard to the evidence and the representations of the parties, the Board finds that the applicant was at the time of the making of this application the bargaining agent for the employees of the respondent concerned in this application and that it is entitled to bargain on their behalf with the respondent. In view of the decision of the Board in the Loblaw Groceries Case, (1944) D.L.S. 7-1115, this proceeding is terminated."

2181-61-R: International Hod Carriers' Building and Common Labourers' Union of America, AFL-CIO, Local Union #781 (Applicant) v. Liberman Plastering Ltd. (Respondent). (5 employees).

The Board endorsed the Record as follows:

"At the hearing of this application, counsel for the respondent admitted that

- (i) the respondent had been a member of the Plasterers' Contracting Association of Toronto, an employers' organization, at the time when the Association entered into a collective agreement with the applicant union, the agreement having effect until April 30, 1961.
- (ii) the agreement was binding upon the respondent under section 38 of The Labour Relations Act;
- (iii) the respondent ceased to be a member of the Association during the term of operation of the agreement and it must therefore be deemed to have become party to a like agreement with the applicant;

- (iv) appropriate notices were given by the applicant and the respondent to each other in compliance with section 40 of the Act.

the representative of the applicant concurred in these admissions. Having regard to the evidence and the representations of the parties, the Board finds that the applicant was at the time of the making of this application the bargaining agent for the employees of the respondent concerned in this application and that it is entitled to bargain on their behalf with the respondent. In view of the decision of the Board in the Loblaw Groceterias Case, (1944) D.L.S. 7-1115, this proceeding is terminated.

2184-61-R: Brown Shoe (Factory B) Alexandria Employees Benefit Association (Applicant) v. Brown Shoe Co. Ltd. (Respondent). (49 employees).

(SEE INDEXED ENDORSEMENTS PAGE 249)

Certification Dismissed subsequent to Pre-hearing Vote

1867-61-R: The Canadian Union of Operating Engineers; (Applicant) v. The T. Eaton Co. Limited (Respondent) v. International Union of Operating Engineers, Local 796 (Intervener).

Voting Constituency

"all the licensed operating engineers and their helpers, refrigeration operators and their helpers working at their trade in the College Street Store and Main Store and Sheppard Avenue Warehouse of the respondent in Metropolitan Toronto." (37 employees in the unit).

Number of names on revised eligibility list		36
Number of ballots cast	36	
Number of ballots marked in favour of applicant	13	
Number of ballots marked in favour of intervener	23	

2028-61-R: International Union of Operating Engineers, Local 795, (Applicant) v. Damore Brothers Limited (Respondent).

Voting Constituency

"all employees of the respondent employed at or working out of Niagara Falls engaged in the operation and maintenance of cranes, clams, shovels, bulldozers and similar equipment, save and except non-working foremen, persons above the rank of non-working foreman and office staff." (21 employees in the unit).

Number of names on revised eligibility list		16
Number of ballots cast	16	
Number of ballots marked in favour of applicant	1	
Number of ballots marked as opposed to applicant	15	

Certification Dismissed subsequent to Post-hearing Vote

1026-61-R: Retail Clerks International Association Local 206, (Applicant) v. Irvine & Francis Limited (Respondent)

Unit: "all employees of the respondent at its stores in Smith Falls, save and except store or grocery managers, produce managers, meat managers and persons above the ranks of store or grocery manager, produce manager, meat manager, office staff, persons employed for not more than 24 hours per week, and students hired for the school vacation period." (20 employees in the unit).

Number of names on revised eligibility list		14
Number of ballots cast	14	
Number of ballots marked in favour of applicant	1	
Number of ballots marked as opposed to applicant	13	

1842-61-R: Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union 880, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Empire-Hanna Coal Division, The M.A. Hanna Company (Respondent)

Unit: "all employees of the respondent at Windsor, save and except foremen, persons above the rank of foreman and office and sales staff." (24 employees in the unit).

Number of names on revised eligibility list		22
Number of ballots cast	22	
Number of ballots marked in favour of applicant	5	
Number of ballots marked as opposed to applicant	17	

1942-61-R: International Woodworkers of America (Respondent) v. Durham Chair and Store Fixtures Limited (Respondent)

Unit: "all employees of the respondent at Durham, save and except foreman, persons above the rank of foreman, office staff and students employed during the school vacation period." (21 employees in the unit).

Number of names on revised eligibility list		13
Number of ballots cast	13	
Number of ballots segregated (not counted)	1	
Number of ballots marked in favour of applicant	2	
Number of ballots marked as opposed to applicant	10	

APPLICATIONS FOR CERTIFICATION WITHDRAWN DURING OCTOBER 1961

754-60-R: International Union of Operating Engineers, Local 793 (Applicant) v. The Carter Construction Company Limited (District of Thunder Bay) (Respondent) v. Lumber and Sawmill Workers' Union, Local 2693 (Intervener). (1 employee).

1829-61-R: Brockville Chemical Workers Union (Applicant) v. Brockville Chemicals Limited (Maitland) (Respondent) v. The International Chemical Workers Union A.F. of L. C.I.O. C.L.C. (Intervener). (122 employees).
(Applicant Withdrawn: Intervener Withdrawn).

1991-61-R: Bricklayers' and Masons' Union, Local No. 1 Ontario of the Bricklayers', Masons' and Plasterers' International Union of America (Applicant) v. Cornelis Gather. (County of Wentworth, except Township of Beverley; the County of Halton, except that portion East of Sixteen Mile Creek from the Lakeshore to the Queen Elizabeth Highway and that portion East of the Sixth Line North from the Queen Elizabeth Highway; Townships of North and South Grimsby, and Caistor in the County of Lincoln; County of Haldimand except Townships of Moulton and Dunn) (Respondent). (6 employees).

2003-61-R: Bakery & Confectionery Workers International Union of America, Local 264 (Applicant) v. Singers Food Products Ltd. (Respondent). (36 employees).

2036-61-R: Teamsters, Chauffeurs, Warehousemen and Helpers Local Union 91, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, (Applicant) v. Permanent Transit Mix Limited (Respondent) v. United Construction Workers, Division of District 50, United Mine Workers of America (Intervener). (10 employees).

2046-61-R: International Chemical Workers Union A.F.L.
C.I.O. C.L.C. (Applicant) v. Brillo Mfg. Co. (Canada)
Limited (Scarboro Township) (Respondent).
(11 employees).

2131-61-R: International Hod Carriers', Building and Common
Labourers' Union of America, Local 527 (A.F.L.-C.I.O.)
(C.L.C.) (Applicant) v. Robert McAlpine Limited (Respondent).
(15 employees).

2141-61-R: International Brotherhood of Electrical Workers
(Applicant) v. Toronto Hydro-Electric Commission (Respondent)
v. National Union of Public Service Employees (Intervener)
v. Staff Employee Representation Plan of the Toronto Hydro
Electric System (Intervener). (308 employees).

2157-61-R: Local Union 1687 of the International Brotherhood
of Electrical Workers, 147 Pine Street, Sudbury, Ontario.
(Applicant) v. Bedard-Girard Electric Company, 117
Lagauchetiere Street West, Montreal, Quebec. (Respondent).
(15 employees).

2169-61-R: International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers, Local 141, Warehousemen
and Miscellaneous Drivers (Applicant) v. Western Freight
Lines Limited (London) (Respondent). (14 employees).

2170-61-R: International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers, Local 141, Warehousemen and Mis-
cellaneous Drivers (Applicant) v. London Forwarders Limited
(London) (Respondent). (7 employees).

2171-61-R: International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers, Local 141, Warehousemen and Mis-
cellaneous Drivers (Applicant) v. Hepburn Transport Limited
(Port Stanley) (Respondent). (30 employees).

2172-61-R: International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers, Local 141, Warehousemen and Mis-
cellaneous Drivers (Applicant) v. Harry Woods Transport
Limited (London) (Respondent). (23 employees).

2190-61-R: United Brotherhood of Carpenters and Joiners of
America, Local Union 1758, (Applicant) v. Pentagon Con-
struction (1959) Company Limited (Respondent).

2227-61-R: Teamsters, Chauffeurs, Warehousemen and Helpers,
Local Union 880, affiliated with International Brotherhood of
Teamsters, Chauffeurs, Warehousemen and Helpers of America,
(Applicant) v. Pollard Bros. Limited (Harrow) (Respondent).
(16 employees).

2237-61-R: Retail Clerks Union, Local 409, chartered by Retail Clerks International Association (Applicant) v. Chapples Maintenance Department (Fort William) (Respondent). (5 employees).

APPLICATIONS FOR TERMINATION DISPOSED OF DURING OCTOBER 1961

1677-61-R: Robert Moore (Applicant) v. International Woodworkers of America (Respondent) v. Midway Lumber Mills Limited (Intervener). (Granted) (34 employees).

(Re: Midway Lumber Mills Limited,
Thessalon, Ontario.)

Number of names on revised eligibility list		32
Number of ballots cast	32	
Number of ballots marked in favour of respondent	1	
Number of ballots marked as opposed to respondent	31	

2101-61-R: Gordon D. Massam (Applicant) v. The Canadian Union of Operating Engineers (Respondent). (Dismissed) (3 employees).

(Re: Adelaide Peters Building Limited,
Toronto, Ontario)

The Board endorsed the Record as follows:

"The applicant has applied for a declaration terminating bargaining rights of the respondent as bargaining agent for certain employees of Adelaide Peters Building Limited pursuant to the provisions of section 45 of The Labour Relations Act.

The applicant did not establish that the respondent failed to give Adelaide Peters Building Limited notice under section 11 of The Labour Relations Act within sixty days following certification of the respondent as bargaining agent for certain employees of Adelaide Peters Building Limited."

2145-61-R: Ross Elliott, Clare Calcutt, W.H. Dixon and others (Applicant) v. United Steelworkers of America (Respondent). (Dismissed) (33 employees).

(Re: Wright Assemblies Limited,
Strathroy, Ontario)

The Board endorsed the Record as follows:

"The evidence adduced in support of this application does not meet the requirements of the Board.

The application is therefore dismissed."

2160-61-R: Employees of Wesmak Lumber Co. (Applicant) v. Lumber & Sawmill Workers Union #2537 (Respondent). (51 employees).

(Re: Wesmak Lumber Company,
Westree, Ontario)

The Board endorsed the Record as follows:

"On February 9th, 1961 conciliation services were made available to the respondent and Wesmak Lumber Co. Limited with respect to all employees of Wesmak Lumber Co. Limited in the bargaining unit described in the collective agreement between the respondent and Wesmak Lumber Co. Limited effective from August 11th, 1958.

On April 19th, 1961, a Conciliation Board was appointed. However, up to the date of this application, the Conciliation Board had made no report and therefore 30 days have not elapsed after the report of the Conciliation Board has been released by the Minister to the parties.

The Board is satisfied that pursuant to the provisions of section 46 (1) (a) of The Labour Relations Act, this application is untimely.

In view of these circumstances and in accordance with the provisions of rule 45 of the Board's Rules of Procedure, the Board is of the opinion that the applicant has failed to make a prima facie case for the remedy requested, and the application is therefore dismissed."

2230-61-R: Marcel Paquette (Applicant) v. Lumber & Sawmill Workers Union, Local 2995 (Respondent). (Dismissed) (108 employees).

(Re: Henry Selin Forest Products Limited,
Nassau Lake, Hurst, Ontario)

The Board endorsed the Record as follows:

"The respondent is the bargaining agent for all employees of Henry Selin Forest Products Limited at its sawmill in Nassau Township and persons engaged in servicing its planing mill at Hurst, its sawmill in Nassau Township and its cutting operations, save and except foremen, persons above the rank of foreman, office staff and guards.

On February 2nd, 1961, conciliation services were granted to the respondent and Henry Selin Forest Products Limited with respect to all employees of Henry Selin Forest Products Limited referred to in above.

The Board is satisfied that pursuant to the provisions of section 46(2) (b) of The Labour Relations Act this declaration is untimely. In view of these circumstances and in accordance with the provisions of rule 45 of the Board's Rules of Procedure, the Board is of the opinion that the applicant has failed to make out a prima facie case for the remedy requested and the application is therefore dismissed."

2315-61-R: Thos. E. Hawkins, (Applicant) v. Retail, Wholesale and Department Store Unions, Local 440, AFL:CIO: CLC. (Respondent). (Dismissed) (56 employees).

(Re: Chas. Yeates and Company Ltd.,
Guelph, Ontario)

APPLICATIONS FOR DECLARATION CONCERNING SUCCESSOR STATUS

DISPOSED OF DURING OCTOBER 1961

807-60-R: International Chemical Workers Union A.F. of L. C.I.O. C.L.C. (Applicant) v. Consolidated Glass Industries Limited (Respondent).

The Board endorsed the Record as follows:

"For the reasons given in writing, no affirmative declaration under section 47 of The Labour Relations Act can issue and the application is dismissed."

Board Member G. Russell Harvey dissented and said:

"For the reasons given in writing, I dissent. I would grant successor status."

808-60-R: International Chemical Workers Union A.F. of L.
C.I.O. C.L.C. (Applicant) v. Pilkington Brothers (Canada)
Limited (Respondent).

The Board endorsed the Record as follows:

"For the reasons given in the Consolidated Glass Industries Limited Case, no affirmative declaration under section 47 of The Labour Relations Act can issue and the application is dismissed."

Board Member G. Russell Harvey, dissented and said:

"For the reasons given in the Consolidated Glass Industries Limited Case, I dissent. I would grant successor status."

809-60-R: International Chemical Workers Union A.F. of L.
C.I.O. C.L.C. (Applicant) v. Advance Glass and Mirror
Limited. (Respondent).

The Board endorsed the Record as follows:

"For the reasons given in the Consolidated Glass Industries Limited Case, no affirmative declaration under section 47 of The Labour Relations Act can issue and the application is dismissed."

Board Member G. Russell Harvey, dissented and said:

"For the reasons given in the Consolidated Glass Industries Limited Case, I dissent. I would grant successor status."

610-60-R: International Chemical Workers Union A.F. of L.
C.I.O. C.L.C. (Applicant) v. Pilkington Brothers (Canada)
Limited (Respondent).

The Board endorsed the Record as follows:

"For the reasons given in the Consolidated Glass Industries Limited Case, no affirmative declaration under section 47 of The Labour Relations Act can issue and the application is dismissed."

Board Member G. Russell Harvey, dissented and said:

"For the reasons given in the Consolidated Glass Industries Limited Case, I dissent. I would grant successor status."

811-60-R: International Chemical Workers Union A.F. of L.
C.I.O. C.L.C. (Applicant) v. Queen City Glass Company
Limited. (Respondent).

The Board endorsed the Record as follows:

"For the reasons given in the Consolidated Glass Industries Limited Case, no affirmative declaration under section 47 of The Labour Relations Act can issue and the application is dismissed."

Board Member G. Russell Harvey, dissented and said:

"For the reasons given in the Consolidated Glass Industries Limited Case, I dissent. I would grant successor status."

812-60-R: International Chemical Workers Union A.F. of L.
C.I.O. C.L.C. (Applicant) v. Service Glass and Mirror
Limited. (Respondent).

The Board endorsed the Record as follows:

"For the reasons given in the Consolidated Glass Industries Limited Case, no affirmative declaration under section 47 of The Labour Relations Act can issue and the application is dismissed."

Board Member G. Russell Harvey, dissented and said:

"For the reasons given in the Consolidated Glass Industries Limited Case, I dissent. I would grant successor status."

813-60-R: International Chemical Workers Union A.F. of L.
C.I.O. C.L.C. (Applicant) v. Excelsior Glass Limited.
(Respondent).

The Board endorsed the Record as follows:

"For the reasons given in the Consolidated Glass Industries Limited Case, no affirmative declaration under section 47 of The Labour Relations Act can issue and the application is dismissed."

Board Member G. Russell Harvey, dissented and said:

"For the reasons given in the Consolidated Glass Industries Limited Case, I dissent. I would grant successor status."

APPLICATIONS UNDER SECTION 79 DISPOSED OF DURING OCTOBER 1961

1454-61-M: Sault Windsor Hotel Ltd. (Applicant) v. Hotel and Restaurant Employees and Bartenders International Union, Local 412 (Respondent). (Dismissed)

(SEE INDEXED ENDORSEMENTS PAGE 250)

17,196-59: Bakery & Confectionery Workers' International Union of America, Local 284, Fort William - Port Arthur, Ontario (Applicant) v. Canada Bread Company Limited (Fort William) (Respondent).

The Board endorsed the Record as follows:

"For reasons given in writing, the Board finds that the franchise dealers concerned in this application are independent contractors and not employees of the respondent company."

Board Member G.R. Harvey dissented and said:

"For reasons given in writing, I dissent. I would have found that the franchise dealers concerned in this application are employees of the respondent company."

APPLICATION FOR CONSENT TO EARLY TERMINATION OF AGREEMENT

DISPOSED OF DURING OCTOBER 1961

2223-61-M: Local Union 2480, United Brotherhood of Carpenters and Joiners of America (Applicant) v. Lavern Asmussen Limited (Respondent).

The Board endorsed the Record as follows:

"The parties having jointly applied for an early termination of the collective agreement between them pursuant to section 39 (3) of The Labour Relations Act, the Board consents to the early termination by the parties of the collective agreement dated the 7th day of September, 1959, termination to become effective on the 11th day of September, 1961."

APPLICATIONS FOR DECLARATION THAT STRIKE UNLAWFUL DISPOSED
OF DURING OCTOBER 1961

2097-61-U: Dominion Steel and Coal Corporation Limited,
Canadian Bridge Works (Applicant) v. Albert Abriel, et al,
(Respondent).

The Board endorsed the Record as follows:

"This is an application for a declaration that the strike engaged in by the respondents is unlawful.

The Board finds that the respondents were employees of the applicant at all material times.

The Board further finds that Local 700 of the International Association of Bridge, Structural & Ornamental Iron Workers, AFL-CIO, was the bargaining agent for employees of the respondent employed at or working out of Windsor.

The Board further finds that the employees of the respondent employed at its Cornwall North Channel Bridge project were not employed at or working out of Windsor.

The Board further finds that at the material times, no collective agreement was in operation covering the employees of the applicant working on the Cornwall North Channel Bridge project, and in fact no union has been certified as bargaining agent for such employees.

The Board further finds that no notice to bargain had been given by the applicant or to the applicant pursuant to the provisions of section 11 or section 40 of The Labour Relations Act.

The Board further finds that on or about the 26th day of September, 1961, the respondents ceased to work or ceased to continue to work in combination or in concert or in accordance with a common understanding although work was available for them, and thereby engaged in a strike contrary to section 52 (2) of The Labour Relations Act.

The Board therefore declares that the strike engaged in by the respondents is unlawful."

Board Member G. Russell Harvey, dissented and said:

"I dissent. On its own initiative the company granted a closed shop condition on the project. Under such circumstances it is reasonable to assume the employees believed they were operating under a collective agreement. There was no evidence to indicate the employees had been cautioned on this point by the employer at the time of the work stoppage. The employees may have thus been misled when they acted on the announcement of a lawful strike. The facts disclose there was no collective agreement at the time and I would so find but in the light of the circumstances I would withhold issuance of a declaration for a period of time to provide opportunity for a peaceful resolution. In my view the employer contributed to his own misery by failing to secure the conditions in a collective agreement."

2153-61-U: Pigott Construction Company Limited (Applicant) v. Maitland Kelly, 448 Brock Avenue, Toronto, Ontario et al, (Respondents). (Withdrawn)

2154-61-U: C. H. Heist Limited (Applicant) v. Local 205 of Hamilton, Brotherhood of Painters, Decorators and Paper-Hangers of America (Respondent). (Withdrawn)

APPLICATIONS FOR CONSENT TO PROSECUTE DISPOSED OF DURING

OCTOBER 1961

1389-61-U: Canal Cartage Limited (Applicant) v. John H. Melbourne Hanna, 485 Britannia Ave., Hamilton; Frank R. Boesma, Nash Side Rd., R.R. #5, Hamilton; Peter Cone, 2158 Ghent Ave., Apt. 3, Burlington; Robert M. McLean, 8 Windermere Ave., Hamilton (Respondents). (Dismissed)

(SEE INDEXED ENDORSEMENTS PAGE 251)

1768-61-U: Chisnell Ganton Ltd. (Applicant) v. James Tye (Respondent).

The Board endorsed the Record as follows:

"The Board consents to the institution of a prosecution by the applicant against the respondent, James Tye for the following offences alleged to have been committed:

that the said James Tye did contravene section 57(1) of The Labour Relations Act in that at the City of Sudbury between July 27th, 1961 and August 8th, 1961, he did acts, as a probable and reasonable consequence of which he knew or ought to have known that another person or persons would engage in an unlawful strike at the applicant's building project known as the Caswell Apartment Hotel in Sudbury.

The appropriate documents will issue."

1889-61-U: Direct Winters Transport Limited (Applicant) v. Dennis Fagan, Wayne Coulter and M. McMann (Toronto) (Respondents). (Withdrawn)

2090-61-U: United Brotherhood and Carpenters and Joiners of America (Applicant) v. Denis Charbonneau (Hearst) (Respondent).

The Board endorsed the Record as follows:

"The Board consents to the institution of a prosecution against Denis Charbonneau in this matter for the following offences alleged to have been committed:

that the said Denis Charbonneau did on or about the 18th day of September, 1961, contravene section 50(a) of The Labour Relations Act in that he did refuse to employ or refused to continue to employ Moise LaBerge, and again, on or about the 20th day of September, 1961, did contravene section 50 (a) of The Labour Relations Act in that he did refuse to employ or refused to continue to employ Rudolph Blais.

The appropriate documents will issue."

2099-61-U: Dominion Steel and Coal Corporation Limited, Canadian Bridge Works (Applicant) v. Albert Abriel et al, (Respondents). (Withdrawn)

2148-61-U: Pigott Construction Company Limited (Applicant) v. Sheet Metal Workers' International Association, Local Union No. 30. (Sayvette project, corner of Yonge Street and Steeles Avenue, Toronto) (Respondent). (Withdrawn)

2167-61-U: Pigott Construction Company Limited (Applicant)
v. Maitland Kelly, 448 Brock Avenue, Toronto, Ontario, et al,
(Respondents). (Withdrawn)

2222-61-U: Lumber and Sawmill Workers Union, Local 2693
of the United Brotherhood of Carpenters and Joiners of
America (Applicant) v. Grenier and Sons Limited (Sapawe)
(Respondent). (Withdrawn)

APPLICATIONS UNDER SECTION 65 (UNFAIR LABOUR PRACTICE)

DISPOSED OF DURING OCTOBER 1961

1559-61-U: American Can Co. of Canada Limited (Hamilton
& Simcoe Plant) (Applicant) v. Can Workers Federal Unions
Local 354 & 535 (Respondent).

1797-61-U: Food Handlers Local Union 175, Amalgamated
Meat Cutters and Butcher Workmen of North America-AFL-CIO
(Applicant) v. Steinberg's Limited (Respondent).

1812-61-U: Fuel, Bus, Limousine, Petroleum Drivers and
Allied Employees Local Union No. 352 (Applicant) v. Howard
Furnace & Foundries Limited (Respondent).

1951-61-U: United Brotherhood of Carpenters and Joiners
of America, Local Union 93 (Applicant) v. Ottawa Collegiate
Institute Board (Respondent).

1998-61-U: Bakery & Confectionery Workers International
Union of America, Local 264 (Applicant) v. Singers Foods
Limited (Respondent).

2029-61-U: International Leather Goods, Plastics and
Novelty Workers Unions Local No. 8 (Applicant) v. Rainee
Manufacturing Products Limited (Respondent).

2147-61-U: Canadian Union of Operating Engineers
(Applicant) v. Groves Memorial Hospital (Fergus)
(Respondent).

2211-61-U: United Steelworkers of America (Applicant) v.
Ideal Stoker Company Limited (Respondent).

2231-61-U: Lumber and Sawmill Workers Union, Local 2693
of the United Brotherhood of Carpenters and Joiners of
America (Applicant) v. Grenier and Sons Limited (Respondent).

2251-61-U: International Union, United Automobile,
Aircraft and Agricultural Implement Workers of America
(U.A.W.) (Applicant) v. Oak Stamping Company (Remington
Park Plant) (Respondent).

CERTIFICATION INDEXED ENDORSEMENTS

1732-61-R: Hotel and Restaurant Employees and Bartenders
International Union Local 412 AFL-CIO-CLC (Applicant) v.
New American Public House (Respondent).
(GRANTED AUGUST 1961)

The Board endorsed the Record as follows:

"Hotel and Restaurant Employees and Bartenders International Union, Local 412, was certified as bargaining agent on behalf of the employees of New American Public House on August 10, 1961. Prior to the hearing of the application for certification, the Board received a document bearing the signature of 5 persons indicating their opposition to the application, but no one appeared at the hearing to speak in support of this document. On September 27, 1961, the Board received a document bearing the signatures of 5 persons which refers to the certificate issued in this matter and reads in part as follows: "As mentioned in our previous letter, we do not want representation by the union and if necessary would like to have a vote on same."

In the Permanent Transit Mix Concrete Company Case, (1959) C.C.H. Canadian Labour Law Reports, Transfer Binder '55-'59, ¶16-138, the Board was called upon to deal with a similar request and the language of that decision is applicable here. The Board there said in part:

It is of course obvious that, if the request of the employees is to be treated as an application for termination of bargaining rights ("decertification"), the Board cannot entertain such an application at this time by virtue of the provisions of section 43 (1) of The Labour Relations Act, which reads as follows:

If a trade union does not make a collective agreement with the employer within one year after its certification any of the employees in the bargaining unit determined in the certificate may apply to the Board for a declaration that the trade union no longer represents the employees in the bargaining unit.

On the other hand, if we were to treat the request of the employees as request under section 79(1) of the Act that the Board reconsider its decision (certifying the applicant union), we would in effect be permitting the employees to do indirectly what they are barred from doing directly under section 43(1) of the Act, and the Board, if it were to grant the request, would be allowing the concluding portion of section 79(1) to be used to circumvent the express provisions of the Act. See in this connection, the view of McRuer C.J. in Regina v. Ontario Lab. Rel. Bd.: Ex parte Genaire, 1958 O.R. 637, at p. 641; (1958) 14 D.L.R. (2d) 201, at p. 207, C C H Canadian Labour Law Reports 715,188, that section 43 places limitations on the Board's power under section 79(1) of the Act to reconsider a decision.

The request of the employees must therefore be denied."

2158-61-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 419, Warehousemen and Miscellaneous Drivers (Applicant) v. Barber-Ellis of Canada Limited (Respondent).
(GRANTED OCTOBER 1961)

The Board endorsed the Record in part as follows:

"In this case both parties agreed to the exclusion of maintenance men. While the Board does take into consideration the agreement of the parties in determining what is an appropriate bargaining unit, it will not give effect to such agreement where in the opinion of the Board it would be contrary to its established fundamental policies. In the present case, the Board is of the opinion that it would be contrary to long established policy to find an appropriate bargaining unit which excludes maintenance men."

REQUEST FOR CLARIFICATION OF DECISION OF AUGUST 18, 1961

1783-61-R: The United Brotherhood of Carpenters and Joiners of America, A.F.L. - C.I.O. (Applicant) v. The Foundation Company of Canada Limited (Respondent).
(GRANTED AUGUST 1961)

On October 30th, 1961, the Board further endorsed the Record as follows:

"Request for clarification of the Board's decision of August 18, 1961, in this matter. Since, at the hearing held in connection with this request, the parties informed the Board that they had reached an understanding concerning the issues raised in the request for clarification, a copy of which understanding has been deposited with the Board, this proceeding is terminated."

CERTIFICATION INDEXED ENDORSEMENT

2184-61-R: Brown Shoe (Factory B) Alexandria Employees Benefit Association (Applicant) v. Brown Shoe Co. Ltd. (Respondent).
(DISMISSED OCTOBER 1961)

The Board endorsed the Record as follows:

"The request of the applicant that a new terminal date be fixed for this application is denied.

The documentary evidence filed within the time limited by section 50 of the Board's Rules of Procedure on behalf of the applicant in respect of this application consists of 5 sheets of paper, each bearing the following inscription:

It has been decided by the room representatives to form a Factory Association for the benefit of the employees and to act as bargaining agent for the employees. If you agree or disagree with this proposal, please signify below and sign.

On each sheet appear the typed names of certain persons, a place where each person named had an opportunity to make a cross or mark under the heading 'YES' or 'NO', and the cross or mark is identified by the signature of the persons making the mark.

In a statement of policy dated February 16, 1951 (C.C.H. Canadian Labour Law Reports, vol. 2, ¶60,981) the Board set out the substance of the evidence of membership that the Board requires to support an application for certification under The Labour Relations Act. This statement reads in part: 'upon an application for certification the Board will require the applicant to submit evidence that each employee said to be a member of the applicant has (1) applied for membership in the applicant...'. The statement goes on to set out that each employee has indicated his acceptance of membership and his assumption of the responsibilities of membership in various ways. The documentary evidence that has been filed on behalf of the applicant on this application does not satisfy the requirement that the employee concerned has applied for membership in the applicant. It can only be treated as an indication by the employees that they agree or disagree with the proposal submitted to them by persons described in the document as the room representatives. The application must accordingly be dismissed.

SECTION 79 INDEXED ENDORSEMENT:

1464-61-M: Sault Windsor Hotel Ltd. (Applicant) v. Hotel and Restaurant Employees and Bartenders International Union, Local 412 (Respondent).

The Board endorsed the Record as follows:

"The evidence submitted by the parties to the examiner who was appointed to inquire into and report to the Board on the duties and responsibilities of the "garde mange" in this case relates to the duties and responsibilities of the persons who formerly occupied that position. The position is now vacant. It is impossible for the Board to say that any person who may be appointed to occupy that position in the future will have the same duties and responsibilities. The status of a new appointee may well depend on the authority given to the person who may be appointed to that position and upon other circumstances that cannot be envisaged at this time. Consequently, the Board is not in a position to determine whether the "garde mange" is or is not an employee within the meaning of the Act. The proceeding is accordingly terminated."

PROSECUTION INDEXED ENDORSEMENTS

1389-61-U: Canal Cartage Limited (Applicant) v. John H. Melbourne Hanna, 485 Britannia Ave., Hamilton; Frank R. Boersma, Nash Side Rd., R.R. #5, Hamilton; Peter Cone, 2158 Ghent Ave., Apt. 3, Burlington; Robert M. McLean, 8 Windermere Ave., Hamilton. (Respondents). (DISMISSED)

The Board endorsed the Record as follows:

"This is an application for consent to prosecute the four named respondents for engaging in a strike contrary to the provisions of Section 54(1) of The Labour Relations Act.

The Board finds that the four named respondents were the ringleaders of a strike engaged in by employees of the applicant on the 29th day of May, 1961 at the main terminal of the applicant at Hamilton while a collective agreement was in operation between the applicant and General Truck Drivers' Union Local No. 879, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, binding upon the respondents.

The Board further finds that two of the named respondents were union stewards appointed pursuant to the provisions of the subsisting collective agreement.

Following the unlawful strike, the four named respondents were dismissed by the applicant and the dismissal was upheld by a Board of arbitration.

The Board recognizes that union stewards bear a greater measure of responsibility than the other employees in seeing that the law is observed, because, although not union officials as such, they are clothed with certain responsibilities by the union which are recognized by the company and the other employees look to union stewards for leadership in matters dealing with labour-management relations. (see also the Hadley-Moulthrop Engineering Co. Ltd. Case, C.C.H. Canadian Labour Law Reporter, 1949-54 Transfer Binder T17072; C.L.S. 76-425).

The Board is of the opinion, however, in view of the special circumstances of this case, including the short duration of the strike, the lack of a history of such occurrences, the absence of violence and the fact that the respondents have been discharged that no useful purpose would be served in the granting of its consent to institute a prosecution against the respondents."

SPECIAL ENDORSEMENTS IN APPLICATION FOR CONCILIATION SERVICES

786-60-C: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 419, Warehousemen & Miscellaneous Drivers, (Applicant) v. C.W. Henderson Cartage Limited (Respondent).

The Board endorsed the Record as follows:

"Application for conciliation services. A collective agreement between the parties to these proceedings was entered into on July 10th, 1959, and contains a duration clause which reads as follows:

The present wages shall remain in effect during the term of this agreement provided that either party shall have the right to request revision of such wages between the period of November 1st, 1960, and December 31st, 1960, by written notice to the other party, in which event the parties shall thereupon enter into negotiations, on the question of wages only as of January 1st, 1961. Should such negotiations not lead into agreement within thirty (30) days, either party may apply to the Ontario Labour Relations Board and in such event the other party shall join in such application procedure relevant to the negotiations of a new Agreement or Renewal of Agreement, as contained in the Labour Relations Act of Ontario shall then be followed. All other items of this agreement shall continue in effect until December 31st, 1961.

On December 17th, 1960, the applicant requested that negotiations take place for the revision of wages and the discussion of other issues. Negotiations were conducted by the parties which resulted in failure to reach a settlement and the filing of this application.

In our opinion there is no question here as to the term of the collective agreement. It was entered into on July 10th, 1959, and clearly provides that wages and all other items shall continue in effect until December 31st, 1961, subject to the right of either party at a specified time during the lifetime of the agreement to request the revision of wages only. The duration clause contains absolutely nothing from which we might conclude that the failure of the negotiations to lead into an agreement on the question of wages was to effect a termination of the agreement as a whole prior to December 31st, 1961. Accordingly, we find that the collective agreement does not cease to operate until December 31st, 1961.

The application, of course, is made under section 13 of The Labour Relations Act. In so far as the applicant's request for conciliation services is based upon the revision of wages only during the specified term of the collective agreement, regard must be had for the Board's decisions in the Fern Shoe Case, (1951) CCH Canadian Labour Law Reports, Transfer Binder, ¶17,020; C.L.S. 76-311 and the Rowson's Tavern Case, (1954) CCH Canadian Labour Law Reports, Transfer Binder, ¶17,077; C.L.S. 76-432. It is clear from these decisions that the applicant has not complied with the provisions of section 40 of the Act and the Act makes no provision for the granting of conciliation services on the re-opening of a collective agreement during its lifetime. Even if the parties had intended to provide for a joint application for conciliation services during the lifetime of the agreement, as argued by the applicant, the Act, as we have said above, makes no provision for granting conciliation services in such circumstances. Nor can the fact that the parties may have bargained on matters other than wages after the notice of December 17, 1960 have any bearing on the matter.

The application is accordingly dismissed."

Board Member, Edmund Boyer said:

"I believe that the proper and reasonable interpretation of the duration clause in the collective agreement is that the whole agreement was to be terminated in the event that, after negotiations, the parties did not reach an agreement. I believe further that the parties had agreed to join in an application for conciliation services under the above circumstances. Accordingly, in my opinion, the respondent should not now be heard to say that the agreement continues in full force and effect until December 31st, 1961. I would refer the matter to the Minister."

PART II

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APPLICATIONS & COMPLAINTS TO THE ONTARIO LABOUR RELATIONS BOARD

TABLE I

Type of Application	Number of Applications Filed		
	Oct. '61	1st 7 months of fiscal year '61-62	60-61
I Certification	82	451	436
II Declaration Terminating Bargaining Rights	15	41	26
III Declaration of Successor Status	-	1	4
IV Conciliation Services	76	662	624
V Declaration that Strike Unlawful	2	33	18
VI Declaration that Lockout Unlawful	-	1	2
VII Consent to Prosecute	6	73	65
VIII Complaint of Unfair Practice in Employment	18	86	2
IX Miscellaneous	<u>1</u>	<u>11</u>	<u>6</u>
TOTAL	<u>200</u>	<u>1359</u>	<u>1183</u>

TABLE II

HEARINGS OF THE ONTARIO LABOUR RELATIONS BOARD

	Number		
	Oct. '61	1st 7 months of fiscal year '61-62	60-61
Hearings and continuation of Hearings by the Board	73	559	518

TABLE III

APPLICATIONS & COMPLAINTS DISPOSED OF BY THE ONTARIO LABOUR
RELATIONS BOARD BY MAJOR TYPES

Type of Application	Number		
	Oct. '61	1st 7 months of fiscal year '61-62 60-61	
I Certification	65	459	465
II Declaration Terminating Bargaining Rights	6	32	32
III Declaration of Successor Status	7	8	7
IV Conciliation Services	80	701	614
V Declaration that Strike Unlawful	3	34	18
VI Declaration that Lockout Unlawful	-	1	1
VII Consent to Prosecute	8	71	53
VIII Complaint of Unfair Practice in Employment	10	77	-
IX Miscellaneous	<u>3</u>	<u>13</u>	<u>7</u>
TOTAL	<u>132</u>	<u>1396</u>	<u>1197</u>

TABLE IV

APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS
BOARD BY TYPES AND BY DISPOSITION

*Employees

Disposition	Oct 1st 7 mos fiscal yr.			Oct 1st 7 ms fiscal yr.		
	'61	61-62	60-61	'61	61-62	60-61

Certification

Certified	34	287	313	664	7451	8584
Dismissed	15	110	100	671	4661	3655
Withdrawn	<u>16</u>	<u>62</u>	<u>52</u>	<u>617</u>	<u>1756</u>	<u>903</u>
TOTAL	<u>65</u>	<u>459</u>	<u>465</u>	<u>1952</u>	<u>13868</u>	<u>13142</u>

II Termination of Bargaining Rights

Terminated	1	12	17	34	284	427
Dismissed	5	18	10	248	506	352
Withdrawn	<u>-</u>	<u>2</u>	<u>5</u>	<u>-</u>	<u>64</u>	<u>393</u>
TOTAL	<u>6</u>	<u>32</u>	<u>32</u>	<u>282</u>	<u>854</u>	<u>1172</u>

* These figures refer to the number of employees directly affected and are based on the number of employees in the bargaining units at the time the applications for certification were filed with the Board. Totals for applications dismissed and withdrawn are approximate.

S50 APPLICATIONS DISPOSED OF BY
BOARD (continued)

Number of appl'ns Dis. of
Oct. 1st 7 mos. fiscal yr.
'61 61-62 60-61

III Conciliation Services*

Referred	74	662	576
Dismissed	1	9	12
Withdrawn	<u>5</u>	<u>30</u>	<u>26</u>
<u>TOTAL</u>	<u>80</u>	<u>701</u>	<u>614</u>

IV Declaration that
Strike Unlawful

Granted	1	4	2
Dismissed	-	2	1
Withdrawn	<u>2</u>	<u>28</u>	<u>15</u>
<u>TOTAL</u>	<u>3</u>	<u>34</u>	<u>18</u>

V Declaration that
Lockout Unlawful

Granted	-	-	1
Dismissed	-	1	-
Withdrawn	<u>-</u>	<u>-</u>	<u>-</u>
<u>TOTAL</u>	<u>-</u>	<u>1</u>	<u>1</u>

VI Consent to
Prosecute

Granted	2	13	14
Dismissed	1	9	2
Withdrawn	<u>5</u>	<u>49</u>	<u>37</u>
<u>TOTAL</u>	<u>8</u>	<u>71</u>	<u>53</u>

* Includes applications for conciliation services re unions claiming successor status.

TABLE V

REPRESENTATION VOTES IN CERTIFICATION APPLICATIONS DISPOSED
OF BY THE BOARD

	Number of Votes		
	October '61	1st 7 months of fiscal yr. 61-62	60-61
<u>* Certification After Vote</u>			
pre-hearing vote	3	30	-
post-hearing vote	2	25	31
<u>Dismissed After Vote</u>			
pre-hearing vote	2	13	-
post-hearing vote	<u>3</u>	<u>34</u>	<u>49</u>
TOTAL	<u>10</u>	<u>102</u>	<u>80</u>

* Includes applicant - intervener applications in which both applicant and intervener apply for a new unit and either applicant or intervener is certified.

TABLE VI

REPRESENTATION VOTES IN TERMINATION APPLICATIONS DISPOSED OF
BY THE BOARD

	Number of Votes		
	October '61	1st 7 months of fiscal yr. 61-62	60-61
Respondent Union Successful	-	2	5
Respondent Union Unsuccessful	<u>1</u>	<u>11</u>	<u>8</u>
TOTAL	<u>1</u>	<u>13</u>	<u>13</u>

* In termination proceedings where a vote is taken, the applicant is a group of employees, or the employer; the incumbent union is thus the respondent.

MONTHLY REPORT

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7
NOVEMBER 1961

ONTARIO LABOUR RELATIONS BOARD

MONTHLY REPORT OF THE ONTARIO LABOUR RELATIONS BOARD

FOR THE MONTH OF NOVEMBER, 1961

PART I
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APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS
BOARD DURING NOVEMBER 1961

Bargaining Agents Certified During November
No Vote Conducted

735-60-R: Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 880 affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Husband Transport Limited (Respondent)

Unit: "all office and clerical staff of the respondent at its Windsor terminal, save and except office managers, dispatchers and persons above the rank of office manager or dispatcher." (2 employees in the unit).

The Board endorsed the Record as follows:

"The Board finds that Marwood Martin and George Martin classified as dispatchers, exercise managerial functions within the meaning of section 1 (3) (b) of The Labour Relations Act and on that basis are excluded from the bargaining unit.

Board Member G. Russell Harvey dissented and said:

"I dissent. I would have included Marwood Martin and George Martin in the bargaining unit as dispatchers on the ground that they do not exercise managerial functions within the meaning of section 1 (3) (b) of The Labour Relations Act."

1255-61-R: Draftsmen's Association of Ontario Local 164 American Federation of Technical Engineers AFL-CIO; (Applicant) v. Babcock-Wilcox and Goldie-McCulloch, Limited (Respondent) v. Canadian Steel Workers' Union, Babcock Division, (N.C.C.L.) (Intervener)

Unit: "all draftsmen and their apprentices of the respondent at Galt, save and except supervisors, persons above the rank of supervisor, students employed on the Waterloo University engineering training program and students employed for the summer school vacation period." (56 employees in the unit).

1321-61-R: United Steelworkers of America (Applicant) v. Duo-Temp (Niagara) Limited (Respondent)

Unit: "all employees of the respondent employed at or working out of its plant at St. Catharines, save and except foremen, persons above the rank of foreman, office and sales staff." (14 employees in the unit).

1719-61-R: Bakery & Confectionery Workers' International Union of America, Local No. 457 (Applicant) v. Laing & Sons Limited (Respondent)

Unit: "all employees of the respondent at Hamilton, save and except foremen, persons above the rank of foreman and office and sales staff." (26 employees in the unit).

(SEE INDEXED ENDORSEMENT PAGE 279)

1990-61-R: National Union of Public Service Employees (Applicant) v. Corporation of the Township of Tarentorus (Respondent)

Unit: "all employees of the respondent in its works department, save and except works department foremen, persons above the rank of works department foreman, office staff and persons regularly employed for not more than 24 hours per week." (10 employees in the unit).

2075-61-R: Laundry, Dry Cleaning and Dye House Workers' International Union, Local 351, (Applicant) v. Ontario Laundry Ltd. (Respondent)

Unit: "all employees of the respondent in Toronto, save and except supervisors, foremen, foreladies, persons above the ranks of supervisor, foreman or forelady, office staff, drivers and persons employed in the retail stores of the respondent." (64 employees in the unit).

2077-61-R: International Hod Carriers' Building & Common Labourers' Union of America, Local No. 1059, London, (Applicant) v. D'Amore Construction (Windsor) Limited (Respondent)

Unit: "all construction labourers of the respondent employed at or working out of London, save and except non-working foremen and persons above the rank of non-working foreman." (6 employees in the unit).

2142-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Imperial Auto Wash and Parking Station (Respondent)

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, persons above the rank of foreman, office staff, and persons regularly employed for not more than 24 hours per week."
(13 employees in the unit).

The Board endorsed the Record as follows:

"In view of the unsatisfactory nature of the testimony relating to the document submitted by some of the respondent's employees as indicating opposition to the certification of the applicant, the Board cannot attach any weight to it."

2164-61-R: Printing Specialties & Paper Products Union. Local 466, Toronto (Applicant) v. Sellotape Canada Limited (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office and sales staff."
(37 employees in the unit).

2168-61-R: International Association of Machinists, (Applicant) v. Canadian Gypsum Company Limited (Respondent)

Unit: "all employees of the respondent at its plant at Weston, save and except foremen, persons above the rank of foreman, stationary engineers, persons primarily engaged as their helpers in its power house and office staff."
(72 employees in the unit).

(SEE INDEXED ENDORSEMENT PAGE 278)

2176-61-R: Lumber and Sawmill Workers' Union, Local 2693, of the United Brotherhood of Carpenters and Joiners of America (Applicant) v. Grenier and Sons Limited (Respondent)

Unit: "all employees of the respondent in its woods operation in the Rae Lake area described in License to cut Crown timber #D 641 and in the Seine River area described in License to cut Crown timber #D 1484, and in the Quetico Park area described in Licenses to cut Crown timber #D 1509 and #D 1848, save and except foremen, persons above the rank of foreman, office and sales staff, scalers and tallymen." (85 employees in the unit).

2185-61-R: International Hod Carriers', Building and Common Labourers' Union of America, Local 183 (Applicant) v. Marlana Construction Company Limited (Respondent)

Unit: "all construction labourers of the respondent working within the boundaries of Metropolitan Toronto, save and except non-working foremen, persons above the rank of non-working foreman and shop and yard employees." (9 employees in the unit).

2189-61-R: International Jewelry Workers' Union, Local 33, (Applicant) v. Canadian Silversmiths Limited (Respondent)

Unit: "all employees of the respondent at Toronto, save and except foremen, persons above the rank of foreman and office staff." (17 employees in the unit).

2191-61-R: Canadian Union of Operating Engineers (Applicant) v. Humber Memorial Hospital Association (Respondent)

Unit: "all stationary engineers employed by the respondent at its hospital in Weston, save and except the chief engineer." (5 employees in the unit).

2203-61-R: Northern Electric Employee Association, (Applicant) v. Northern Electric Company Limited (Respondent)

Unit: "all employees of the respondent in its manufacturing division in the County of Peel, save and except section chiefs, persons above the rank of section chief, registered nurses, professional engineers and office staff." (86 employees in the unit).

2207-61-R: Amalgamated Meat Cutters and Butcher Workmen of N.A. AFL-CIO Local Union 633, (Applicant) v. Buehler Brothers Limited (Respondent)

Unit: "all employees of the respondent at London, save and except manager, persons above the rank of manager, office staff and persons regularly employed for not more than 24 hours per week." (11 employees in the unit).

2208-61-R: United Brotherhood of Carpenters and Joiners of America, Local 1988, (Applicant) v. Pentagon Construction Co. Ltd. (Respondent)

Unit: "all carpenters and their helpers employed by the respondent on the Hershey Chocolate Project at Smiths Falls, save and except non-working foremen and persons above the rank of non-working foreman." (7 employees in the unit).

2209-61-R: Retail Clerks Union Local 409, Chartered by Retail Clerks International Association (Applicant) v. Metropolitan Stores of Canada Limited (Respondent)

Unit: "all employees of the respondent at Fort William, save and except store manager, floorman, floorlady, office staff and persons regularly employed for not more than 24 hours per week." (8 employees in the unit).

2210-61-R: International Hod Carriers' Building and Common Laborers' Union of America, Local 607, (Applicant) v. Anderson Block and Tile Limited (Respondent)

Unit: "all employees of the respondent in its plant at Port Arthur, save and except foremen, persons above the rank of foreman and office and sales staff." (9 employees in the unit).

2213-61-R: International Hod Carriers', Building and Common Labourers' Union of America, Local 183, (Applicant) v. Durbano Construction Limited (Respondent)

Unit: "all construction labourers of the respondent working within the boundaries of Metropolitan Toronto, save and except non-working foremen, persons above the rank of non-working foreman and shop and yard employees." (5 employees in the unit).

2228-61-R: General Truck Drivers Local Union No. 879, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. The Toronto-Peterborough Transport Company, Limited, (Respondent)

Unit: "all employees of the respondent employed at or working out of Hamilton, save and except foremen, dispatchers, persons above the ranks of foreman or dispatcher, office staff and persons regularly employed for not more than 24 hours per week." (14 employees in the unit).

2244-61-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Local 419, Warehousemen and Miscellaneous Drivers (Applicant) v. Max Strauch carrying on business under the firm name and style of Max Cartage (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office staff." (9 employees in the unit).

2274-61-R: United Brotherhood of Carpenters & Joiners of America, A.F.L. C.I.O. (Applicant) v. Dave King Construction Limited (Respondent)

Unit: "all carpenters and carpenters' apprentices employed by the respondent in the County of Middlesex, save and except non-working foremen and persons above the rank of non-working foreman." (16 employees in the unit).

2276-61-R: United Brotherhood of Carpenters & Joiners of America, A.F.L. C.I.O. (Applicant) v. Bedford Construction Company Limited (Respondent)

Unit: "all carpenters and carpenters' apprentices of the respondent employed at the water treatment plant project of the Town of Goderich at Goderich, save and except non-working foremen and persons above the rank of non-working foreman." (3 employees in the unit).

2280-61-R: Printing Specialties and Paper Products Union Local 466, (Applicant) v. John Dale (Canada) Limited (Respondent) v. Amalgamated Lithographers of America, Local No. 12 (Intervener)

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, persons above the rank of foreman, office staff, sales staff and lithographers covered by a subsisting collective agreement between the respondent and Amalgamated Lithographers of America, Local No. 12." (15 employees in the unit).

2293-61-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Local 141, Warehousemen, and Miscellaneous Drivers (Applicant) v. Bell Noll Bakery Limited (Respondent)

Unit: "all employees of the respondent at London, save and except foremen, persons above the rank of foreman, office staff, persons employed in retail stores, persons regularly employed for not more than twenty-four hours per week and students employed for the school vacation period." (29 employees in the unit).

2300-61-R: Milk and Bread Drivers, Dairy Employees, Caterers and Allied Employees Local Union No. 647, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. McCormick's Limited (Respondent)

Unit: "all employees of the respondent employed at or working out of its Weston Warehouse, save and except foremen, persons above the rank of foreman, head shipper, salesmen, office staff, students employed during the school vacation period, and persons regularly employed for not more than 24 hours per week." (26 employees in the unit).

2301-61-R: International Hod Carriers' Building & Common Labourers' Union of America, Local No. 1059 (Applicant) v. Bedford Construction Company Limited (Respondent)

Unit: "all construction labourers in the employ of the respondent at the water treatment plant project of the Town of Goderich at Goderich, save and except non-working foremen and persons above the rank of non-working foreman." (8 employees in the unit).

2312-61-R: United Brotherhood of Carpenters and Joiners of America Local Union No. 446 (Applicant) v. Robertson-Yates Corporation Ltd. (Respondent)

Unit: "all carpenters and carpenters' apprentices employed by the respondent on the project known as the Sault Ste. Marie General Hospital addition at Sault Ste. Marie, save and except non-working foremen and persons above the rank of non-working foreman." (7 employees in the unit).

2313-61-R: Fuel, Bus, Limousine, Petroleum Drivers and Allied Employees Local Union No. 352, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. McLaughlin Coal and Supplies Limited (Respondent)

Unit: "all employees of the respondent employed at or working out of its Oshawa Depots save and except foremen, persons above the rank of foreman and office staff." (17 employees in the unit).

2322-61-R: United Garment Workers of America Local 435, (Applicant) v. Peerless Textile Products Co. Limited (Respondent)

Unit: "all employees of the respondent at Toronto, save and except foremen, persons above the rank of foreman, office staff and persons presently bound by a collective agreement between the applicant and the respondent." (8 employees in the unit).

2338-61-R: District 50, United Mine Workers of America, (Applicant) v. Hartman Metal Fabricators, Ltd. (Respondent)

Unit: "all employees of the respondent at Caledonia, save and except foremen, persons above the rank of foreman and office staff." (14 employees in the unit).

The Board endorsed the Record as follows:

"In view of the circumstances which led up to the preparation of the document submitted to the Board as indicative of opposition by some of the employees of the respondent to the application of the applicant, the Board is not prepared to hold that the document weakens the evidence of membership submitted by the applicant so as to make it necessary for the Board to seek the confirmatory evidence of a representation vote in this matter."

2366-61-R: The Canadian Union of Operating Engineers (Applicant) v. Toronto East General and Orthopaedic Hospital (Respondent)

Unit: "all stationary engineers and their helpers employed in the boiler room of the respondent at Metropolitan Toronto, save and except the chief engineer."
(10 employees in the unit)

2367-61-R: Milk and Bread Drivers, Dairy Employees, Caterers and Allied Employees Local Union No. 647, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Vendomatic Services Limited (Respondent)

Unit: "all employees of the respondent in its automatic vending division in Metropolitan Toronto, save and except supervisors, persons above the rank of supervisor and office staff." (27 employees in the unit).

2369-61-R: United Steelworkers of America (Applicant) v. Sasco Tubes Limited (Respondent)

Unit: "all employees of the respondent at its plant in Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office staff."
(34 employees in the unit).

20,658-60: International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada (Applicant) v. Pathe-DeLuxe of Canada Limited (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except general manager, laboratory manager, accountant, confidential secretary to the general manager, and office and sales staff."
(37 employees in the unit).

(SEE ALSO PAGE 267)

Certified Subsequent to Pre-Hearing Vote

2043-61-R: Canadian Union of Operating Engineers (Applicant)
v. Cities Heating Company Limited (Respondent) v. Local 944,
International Union of Operating Engineers (Intervener)

Unit: "all employees of the respondent at Windsor, save and
except the assistant chief engineer, persons above the rank
of assistant chief engineer and office staff."
(14 employees in the unit).

Number of names on revised eligibility list		14
Number of ballots cast	14	
Number of ballots segregated (not counted)	1	
Number of ballots marked in favour of applicant	10	
Number of ballots marked in favour of intervener	3	

2074-61-R: International Hod Carriers' Building and Common
Labourers Union of America, Local 1089, Sarnia, Ontario
(Applicant) v. Keystone Contractors Ltd., 1014 Ellwood
Street, Sarnia, Ontario (Respondent)

Unit: "all construction labourers of the respondent employed
at Sarnia and Point Edward, save and except non-working
foremen and persons above the rank of non-working foreman."
(28 employees in the unit)

Number of names on revised eligibility list		26
Number of ballots cast	26	
Number of ballots segregated (not counted)	1	
Number of ballots marked in favour of applicant	20	
Number of ballots marked as opposed to applicant	5	

Certified Subsequent to Post-Hearing Vote

1598-61-R: Food Handlers Local Union 175, Amalgamated
Meat Cutters and Butcher Workmen of North America, AFL-CIO
(Applicant) v. Steinberg's Limited (Respondent)

Unit: "all employees of the respondent at its stores at
London, save and except assistant store managers, persons
above the rank of assistant store manager, meat department
employees, office staff, persons regularly employed for
not more than 24 hours per week, and students hired for
the school vacation period."
(39 employees in the unit).

The Board endorsed the Record in part as follows:

"For the purposes of clarity, the Board declares that the produce managers are included in the bargaining unit."

Number of names on revised eligibility list		44
Number of ballots cast	44	
Number of ballots marked in favour of applicant	33	
Number of ballots marked as opposed to applicant	11	

1793-61-R: International Union of United Brewery, Flour, Cereal, Soft Drink & Distillery Workers of America, AFL-CIO-CLC (Applicant) v. Brewers' Warehousing Co. Ltd. (Respondent)

Unit: "all employees of the respondent at its warehouses and retail stores at Napanee, save and except managers or foremen, persons above the rank of manager or foreman and office staff." (4 employees in the unit).

Number of names on revised eligibility list		5
Number of ballots cast	5	
Number of ballots marked in favour of applicant	3	
Number of ballots marked as opposed to applicant	2	

1837-61-R: United Packinghouse, Food and Allied Workers, (Applicant) v. Canadian Home Products Limited (Respondent)

Unit: "all employees of the respondent at Niagara Falls, save and except foremen, persons above the rank of foreman and office and laboratory staff."
(41 employees in the unit).

Number of names on revised eligibility list		40
Number of ballots cast	39	
Number of ballots marked in favour of applicant	28	
Number of ballots marked as opposed to applicant	11	

2035-61-R: United Cement, Lime and Gypsum Workers International Union, C.L.C. (Applicant) v. The Flintkote Company of Canada Limited (Respondent)

Unit: "all employees of the respondent at its operation at Hardy Road, R.R. 6, Brantford, save and except foremen, persons above the rank of foreman and office staff."
(17 employees in the unit).

Number of names on revised eligibility list		17
Number of ballots cast	17	
Number of ballots marked in favour of applicant	9	
Number of ballots marked as opposed to applicant	8	

APPLICATIONS FOR CERTIFICATION DISMISSED NO VOTE CONDUCTED

1494-61-R: Retail Clerks International Association, Local 206 (Applicant) v. Laine Food Sales Limited (Respondent)

Unit: "all employees of the respondent at its I.G.A. Stores in Brantford, save and except store manager, persons above the rank of store manager, office staff, persons regularly employed for not more than 24 hours per week and students hired for the school vacation period."
(16 employees in the unit).

1872-61-R: Retail, Wholesale and Department Store Union, AFL-CIO:CLC (Applicant) v. The Producers Dairy Limited (Respondent) (1 employee).

The Board endorsed the Record as follows:

"Having regard to the evidence the Board finds that Earl James Ballantyne exercises managerial functions. As the respondent has only one other employee the Board finds that any bargaining unit which it might deem to be appropriate in this case would necessarily consist of not more than one employee and the application is accordingly dismissed."

2100-61-R: Marconi Salaried Employees Association (Toronto Division) (Applicant) v. Canadian Marconi Company, Toronto, employees servicing vessels using the St. Lawrence Seaway System, and service employees at Port Arthur and Thorold (Respondent) (68 employees).

The Board endorsed the Record as follows:

"Application for certification.

In our view, the evidence before the Board with respect to the meetings which took place on the respondent's premises is sufficient to dispose of the application. Reference is made to the Kenora District Home For The Aged Case, O.L.R.B. Monthly Report, April, 1960, pp. 28-30, and the Queen Elizabeth Hospital Case, O.L.R.B. Monthly Report, May, 1961, p.39.

Having reached this conclusion, it becomes unnecessary for the Board to consider the question of the status of the applicant or the effect of the action of the respondent in checking off dues for employees who are members of the applicant. On the question of status and in addition to the questions raised at the hearing, the attention of the parties is directed to Article IV A, Section 1 A of the Constitution. Whether such a provision constitutes discrimination within the meaning of section 10 of The Labour Relations Act is a matter presently before the Board in other cases.

In so far as the problem raised by the check-off of union dues is concerned, the attention of the parties is directed to, among other things, section 10 and 35 of The Labour Relations Act, the Pye Canada Case, (1954) C.C.H. Canadian Labour Law Reports, Transfer Binder '49-54, ¶17,081, C.L.S. 76-602, and the Sparling Tank Case, (1958) C.C.H. Canadian Labour Law Reports, Transfer Binder '55-'59, ¶16,112, C.L.S. 76-602.

The application is dismissed."

2122-61-R: Hotel & Restaurant Employees and Bartenders International Union, Local 197, Hamilton, A.F.L. & C.I.O. (Applicant) v. Moose Head House (Hamilton) (Respondent). (4 employees).

(SEE INDEXED ENDORSEMENT PAGE 278)

2163-61-R: United Brotherhood of Carpenters and Joiners of America, Local Union 93 (Applicant) v. Kent Construction Ltd. (Respondent) (20 employees).

The Board endorsed the Record as follows:

"The applicant and the respondent having entered into a collective agreement on the 1st day of November, 1961, there is no necessity to process this application further and these proceedings are accordingly terminated."

2236-61-R: International Union of Operating Engineers, Local 796 (Applicant) v. Davenport Containers Limited (Respondent) (3 employees).

The Board endorsed the Record as follows:

"It appears to the Board that the incumbent, Milk and Bread Drivers, Dairy Employees Caterers and Allied Employees, Local Union No. 647, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, is the bargaining agent for all employees of the respondent, with certain exceptions not here relevant, under the provisions of a collective agreement entered into between the respondent and the incumbent on the 1st day of April, 1961, effective until the 31st day of March, 1962.

The Board is satisfied that pursuant to the provisions of section 5 (2) of The Labour Relations Act, this application is untimely.

In view of these circumstances and in accordance with the provisions of section 45 of the Board's Rules of Procedure, the Board is of the opinion that the applicant has failed to make a prima facie case for the remedy requested and the application is therefore dismissed."

2270-61-R: United Brotherhood of Carpenters and Joiners of America, Local 2486 (Applicant) v. Highland Construction Co. (City of Sudbury, and within a 25 mile radius from the City of Sudbury Federal Building) (Respondent) (22 employees).

The Board endorsed the Record as follows:

"The applicant has requested that a pre-hearing representation vote be taken.

The documentary evidence of membership filed by the applicant consists of application for membership forms all of which are more than one year old and dues records cards of the applicant purporting to be for persons for whom the applicant filed the said application for membership forms.

The said dues record cards purport to show payment of dues for recent months in 1961, however, none of the dues records cards are signed, nor is there a certificate from an officer of the union verifying the information set out on the cards.

The Board finds that the documentary evidence of membership in the applicant filed in this matter does not satisfy the Board's requirements due to the fact that the application for membership forms are more than one year old and there is no proof of collection of monthly dues signed by a responsible officer of the union.

In view of these circumstances, and in accordance with the provisions of section 45 of the Board's Rules of Procedure, the Board is of the opinion that the applicant has failed to make a prima facie case for the remedy requested and the application is therefore dismissed."

2302-61-R: The United Brotherhood of Carpenters and Joiners of America, Local Union 1669 (Applicant) v. Dick Bond Limited (Respondent) (1 employee).

(Applicant did not attend Hearing of Board)

20576-60: Trenton Construction Workers Association, Local No. 52, affiliated with the Christian Labour Association of Canada (Applicant) v. Tange Company Limited (Respondent) (12 employees).

20658-60: International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada (Applicant) v. Pathe-DeLuxe of Canada Limited (Respondent)

(SEE ALSO PAGE 261)

With respect to office employees the Board endorsed the Record as follows:

"Having regard to the evidence, the Board finds that less than 45% of the employees in any bargaining unit of office employees that the Board might deem to be appropriate in this case are members of the applicant and the application is dismissed in so far as it relates to the office employees of the respondent."

Certification Dismissed subsequent to Pre-Hearing Vote

907-61-R: International Union of Operating Engineers Local 796 (Applicant) v. Gibson Brothers (Respondent)

Voting Constituency: "all stationary engineers in the employ of the respondent at Herbert House, 335 Bay Street, Toronto, save and except the chief engineer."
(2 employees).

Number of names on eligibility list		2
Number of ballots cast	2	
Number of ballots marked in favour of applicant	1	
Number of ballots marked as opposed to applicant	1	

1874-61-R: Textile Workers Union of America, AFL-CIO, CLC (Applicant) v. Stauffer-Dobbie Limited (Respondent) v. Canadian Union of Operating Engineers (Intervener)

Voting Constituency No. 1: "all stationary engineers employed by the respondent in the boiler room of its plant in Galt, save and except the chief engineer and persons regularly employed for not more than 24 hours per week." (4 employees in the unit).

The application for certification of the intervener is therefore dismissed.

Voting Constituency No. 2: "all employees of the respondent at Galt, save and except assistant foremen, assistant foreladies, persons above the rank of assistant foreman or assistant forelady, laboratory personnel, designing and office staff, and persons regularly employed for not more than 24 hours per week." (362 employees in the unit).

The application of the applicant is therefore dismissed.

VOTING CONSTITUENCY NO. 1

Number of names on revised eligibility list		4
Number of ballots cast	4	
Number of spoiled ballots	2	
Number of ballots marked in favour of applicant	0	
Number of ballots marked in favour of intervener	2	

The application for certification by the intervener is dismissed.

VOTING CONSTITUENCY NO. 2

Number of names on revised eligibility list		362
Number of ballots cast	359	
Number of ballots segregated (not counted)	1	
Number of spoiled ballots	1	
Number of ballots marked in favour of applicant	163	
Number of ballots marked as opposed to applicant	194	

Certification Dismissed subsequent to Post-Hearing Vote

1587-61-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 419, Warehousemen and Miscellaneous Drivers (Applicant) v. Clifford Van & Storage Limited (Respondent)

Unit: "all employees of the respondent at Toronto, save and except foremen and dispatchers, persons above the ranks of foreman and dispatcher and office staff."
(16 employees in the unit).

On September 19, 1961 a representation vote was ordered in this matter by the Board.

Board Member, E. Boyer dissented and said:

"I dissent. The evidence before the Board indicates that Phil Ganton, who was no longer an employee of the respondent at the date of the hearing, prepared the petition on July 6th, 1961 and circulated it for the purpose of obtaining the signatures on it. On July 8th, Ganton gave the petition to R.S. Robertson, who represented the employees at the hearing, and Robertson mailed it to the Board on July 10th. As Ganton did not testify at the hearing, it is obvious that the Board did not have the opportunity to inquire into all the circumstances surrounding the origination and circulation of the petition. Accordingly, I am not prepared to hold that the petition weakens the evidence of membership submitted by the applicant so as to make it necessary for the Board to seek the confirmatory evidence of a representation vote. I would have directed that a certificate issue to the applicant in this case."

Number of names on revised eligibility list		11
Number of ballots cast	11	
Number of ballots marked in favour of applicant	0	
Number of ballots marked as opposed to applicant	11	

1745-61-R: International Union of United Brewery, Flour, Cereal, Soft Drink & Distillery Workers of America, AFL-CIO-CLC (Applicant) v. Star Bottling Works Limited (Respondent)

Unit: "all employees of the respondent at Sudbury, save and except foremen, persons above the rank of foreman and office staff." (37 employees in the unit).

Number of names on revised eligibility list		31
Number of ballots cast	31	
Number of ballots marked in favour of applicant	13	
Number of ballots marked as opposed to applicant	18	

2027-61-R: Retail Clerks International Association Local 205 (Applicant) v. Dutch Boy Food Market Limited (Respondent)

Unit: "all employees of the respondent at Kitchener, save and except owner-managers, persons above the rank of owner-manager, persons employed for not more than 24 hours per week and students hired for the school vacation period." (20 employees in the unit)

Number of names on revised eligibility list		15
Number of ballots cast	15	
Number of ballots marked in favour of applicant	3	
Number of ballots marked as opposed to applicant	12	

2047-61-R: International Chemical Workers Union A.F.L. C.I.O. C.L.C. (Applicant) v. Thayer Perfumer Limited (Respondent)

Unit: "all employees of the respondent at Scarborough, save and except foremen, foreladies, persons above the ranks of foreman or forelady, office and sales staff and students hired for the school vacation period." (36 employees in the unit).

Number of names on revised eligibility list		37
Number of ballots cast	37	
Number of spoiled ballots	1	
Number of ballots marked in favour of applicant	4	
Number of ballots marked as opposed to applicant	32	

2088-61-R: Boot and Shoe Workers Union, affiliated with The American Federation of Labor and The Congress of Industrial Organization (Applicant) v. Savage Shoe Limited (Respondent)

Unit: "all employees of the respondent at its plant at Fergus, save and except foremen, foreladies, persons above the rank of foreman or forelady, and office and sales staff." (109 employees in the unit).

Number of names on revised eligibility list		105
Number of ballots cast	105	
Number of ballots spoiled	1	
Number of ballots marked in favour of applicant	46	
Number of ballots marked as opposed to applicant	58	

BALLOTS NOT COUNTED

836-60-R: Local 721 International Association of Bridge, Structural and Ornamental Ironworkers (Applicant) v. Flintridge Canada Limited (Respondent)

On April 6, 1961, the Board directed that a pre-hearing representation vote be taken among the employees of the respondent in the following voting constituency:

"all employees of the respondent employed at or working out of Metropolitan Toronto, engaged in the erection or installation of windows or other directly related products, save and except supervisors and persons above the rank of supervisor." (4 employees in the unit).

Number of names on eligibility list	4
Number of ballots cast	3

On November 2, 1961 the union requested leave to withdraw the application since there have not been any employees in the voting constituency for many months.

1501-61-R: International Union of Operating Engineers, Local 869 (Applicant) v. Automatic Electric (Canada) Limited (Brockville Plant) (Respondent) v. International Union of Electrical, Radio and Machine Workers, IUE-AFL-CIO-CLC, and its Local 526 (Intervener) (5 employees).

The Board endorsed the Record as follows:

"The applicant has applied to be certified as bargaining agent for all certified stationary engineers and boiler room helpers in the employ of the respondent at its Brockville Plant.

The stationary engineers are currently represented by the intervener and are part of an overall industrial unit represented by the intervener.

The applicant argued that the stationary engineers employed by the respondent are entitled to be represented by the applicant craft union, because of the recognized craft status of stationary engineers. The applicant further argued that, having successfully organized the stationary engineers, it is therefore entitled to the craft unit.

The Board finds that the stationary engineers in the employ of the respondent are currently bound by a collective agreement between the respondent and the intervener and have been bargained for by the intervener since 1954. The Board further finds that the collective agreement covering the stationary engineers has separate wage schedules covering the various classifications of stationary engineers, that the line of supervision for the stationary engineers is the same as for the general plant and that some of the stationary engineers do factory service work for four or five months of the year during off peak boiler loads by exercising their seniority rights under the collective agreement. There was no evidence of grievances from the stationary engineers under the current collective agreement.

Having regard to the decisions of the Board in the Lily Cup Case (Ontario Labour Relations Board Monthly Report, January 1961 P. 370) and the Canada Foundries and Forgings Case (1961) C.C.H. Canadian Labour Law Reporter 416,203, C.L.S. 76-753, and to the history of collective bargaining between the respondent and the intervener as evidenced by

the length of continuous representation by the intervener of the stationary engineers, the separate wage schedules for stationary engineers in the collective agreement, the community of interest and the extent of interchange of the stationary engineers in the factory service work, the common line of supervision and also the opposition to the application by the respondent and the incumbent trade union, the Board is of the opinion that it should exercise its discretion under section 6(2) of The Labour Relations Act and finds that the unit proposed by the applicant is inappropriate in the circumstances of this case.

The application is therefore dismissed."

Board Member, G. Russell Harvey dissented and said:

"I dissent. I would have found the bargaining unit proposed by the applicant to be appropriate and would have certified the applicant in this case."

Number of names on eligibility list	5
Number of ballots cast	5

2073-61-R: Canadian Union of Operating Engineers (Applicant)
v. Darling & Company of Canada, Limited (Respondent) v.
Employees' Organization, Darling & Company (Intervener)

The Board endorsed the Record as follows:

"The applicant has applied to be certified as bargaining agent for all stationary engineers employed by the respondent in its boiler room at Chatham, save and except the chief engineer.

The stationary engineers in the employ of the respondent are currently represented by the intervener and are part of an overall industrial unit represented by the intervener.

The applicant argued that the stationary engineers employed by the respondent are entitled to be represented by the applicant craft union, because of the recognized craft status of stationary engineers.

The Board finds that the stationary engineers in the employ of the respondent are currently bound by a collective agreement between the respondent and the intervener and have been

bargained for by the intervener since 1948. The Board further finds that the collective agreement covering the stationary engineers has a separate wage schedule covering the classification of engineer-cooker operators, under which classification the stationary engineers are paid, that the line of supervision for stationary engineers is the same as for the general plant, that the stationary engineers are an integral part of the industrial unit in that they perform one of the final operations in the production of products produced by the respondent. A stationary engineer is currently the president of the incumbent bargaining agency and a stationary engineer has always been a member of the bargaining committee.

Having regard to the decisions of the Board in the Lily Cup Case (Ontario Labour Relations Board Monthly Report, January 1961 p. 370) and the Canada Foundries and Forgings Case (1961) C.C.H. Canadian Labour Law Reporter ¶16,203, C.L.S. 76-753 and the Automatic Electric (Canada) Limited Case, Board File #1501-61-R and the history of collective bargaining between the respondent and the intervener as evidenced by the length of continuous representation by the intervener of the stationary engineers, the separate wage schedules for stationary engineers in the collective agreement, the community of interest and the extent of the integral nature of the engineers work in the production of the respondent's products, the common line of supervision, the fact that a stationary engineer has always been a member of the bargaining committee, and also the opposition to the application by the respondent and the incumbent trade union, the Board is of the opinion that it should exercise its discretion under section 6 (2) of The Labour Relations Act and finds that the unit proposed by the applicant is inappropriate in the circumstances of this case.

The application is therefore dismissed."

Number of names on eligibility list	3
Number of ballots cast	3

APPLICATIONS FOR CERTIFICATION WITHDRAWN DURING NOVEMBER 1961

442-60-R: Lumber and Sawmill Workers' Union, Local 2693, of the United Brotherhood of Carpenters & Joiners of America (Applicant) v. Gustafson and Whalen (Respondent)

Unit: "all employees of the respondent in its woods operation in the Rae Lake area described in License to cut Crown timber #D 641 and in the Seine River area described in License to cut Crown timber #D 1484, and in the Quetico Park area described in Licenses to cut Crown timber #D 1509 and D 1848, save and except foremen, persons above the rank of foreman, office and sales staff, retail store employees, scalers and tallymen." (48 employees in the unit).

1390-61-R: Retail Clerks International Association, Local 206 (Applicant) v. Foodway Distributors Ltd. (Brantford) (Respondent) (10 employees).

1687-61-R: Ready Mix, Building Supply, Hydro and Construction Drivers, Warehousemen and Helpers, Local Union No. 230, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. City Towing Service (Sudbury) (Respondent) (33 employees).

1688-61-R: Ready Mix, Building Supply, Hydro and Construction Drivers, Warehousemen and Helpers, Local Union No. 230, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Sudbury Towing (Sudbury) (Respondent) (33 employees).

1689-61-R: Ready Mix, Building Supply, Hydro and Construction Drivers, Warehousemen and Helpers, Local Union No. 230, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Dellelce Towing (Sudbury) (Respondent) (33 employees).

1690-61-R: Ready Mix, Building Supply, Hydro and Construction Drivers, Warehousemen and Helpers, Local Union No. 230, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Tom Dellelce (Sudbury) (Respondent) (33 employees).

1691-61-R: Ready Mix, Building Supply, Hydro and Construction Drivers, Warehousemen and Helpers, Local Union No. 230, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Dellelce Trucking (Sudbury) (Respondent) (33 employees).

1692-61-R: Ready Mix, Building Supply, Hydro and Construction Drivers, Warehousemen and Helpers, Local Union No. 230, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Dellelce Trucking Co. Ltd. (Sudbury) (Respondent) (33 employees).

1693-61-R: Ready Mix, Building Supply, Hydro and Construction Drivers, Warehousemen and Helpers, Local Union No. 230, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Tom Dellelce Garage (Sudbury) (Respondent) (33 employees).

2378-61-R: Retail Clerks International Association, Local 206 (Applicant) v. Harmers Dairy (Respondent) (9 employees).

2391-61-R: The United Association of Journeymen and Apprentices of the Plumbing and pipefitting Industry of The United States and Canada. Local Union 784. Horace A. Fisher, Business Representative (Applicant) v. Gordon Wright Electric Ltd. (Heating Division) 1665 Prince Edward Drive Niagara Falls Ont. (Respondent) (4 employees).

2402-61-R: Retail, Wholesale and Department Store Union, AFL:CIO:CLC, (Applicant) v. London House Hotel (Respondent) (12 employees).

16,596-58: Bricklayers' and Masons' Union Local No. 1, Ontario, of the Bricklayers', Masons' and Plasterers' International Union of America (Applicant) v. Abbottsford Homes Limited (Hamilton) (Respondent) (11 employees).

(SEE INDEXED ENDORSEMENT PAGE 281)

APPLICATIONS FOR DECLARATION TERMINATING BARGAINING RIGHTS

DISPOSED OF DURING NOVEMBER 1961

696-61-R: Schwenger Construction Limited (Applicant) v. United Brotherhood of Carpenters & Joiners of America (Respondent). (DISMISSED)

Re: Schwenger Construction Limited,
Tillsonburg Sewage Treatment Plant
Project at Tillsonburg, Ontario)

(SEE INDEXED ENDORSEMENT PAGE 284)

2079-61-R: Employees of Alexandra Hospital (Applicant) v. London and District Building Service Workers Union Local 220 B.S.E.I.U., (Respondent) v. Alexandra Hospital (Intervener). (41 employees). (GRANTED)

Re: Alexandra Hospital,
Ingersoll, Ontario)

Number of names on revised eligibility list		41
Number of ballots cast	41	
Number of ballots spoiled	1	
Number of ballots marked in favour of respondent	10	
Number of ballots marked as opposed to respondent	30	

APPLICATIONS FOR CONSENT TO PROSECUTE DISPOSED OF DURING

NOVEMBER 1961

2037-61-U: International Union of Operating Engineers
Local 796 (Applicant) v. Sudbury Memorial Hospital
(Respondent). (WITHDRAWN)

2155-61-U: C. H. Heist Limited (Applicant) v. James S.
Napier (High Level Bridge project at Hamilton) (Respondent).
(WITHDRAWN)

2156-61-U: C. H. Heist Limited (Applicant) v. Local 205,
of Hamilton, Brotherhood of Painters, Decorators and Paper-
hangers of America (High Level Bridge project at Hamilton)
(Respondent). (WITHDRAWN)

15,529-58: District 50, United Mine Workers of America,
Local Union 13392 (Applicant) v. Canadian Industries Limited,
Paint and Varnish Division (Respondent). (GRANTED)

(SEE INDEXED ENDORSEMENT PAGE 285)

COMPLAINTS UNDER SECTION 65 (UNFAIR LABOUR PRACTICE)

DISPOSED OF DURING NOVEMBER 1961

1734-61-U: National Union of Public Service Employees,
(Complainant) v. Lindsay Memorial Hospital (Respondent).

2089-61-U: Building Service Employees' International Union
(Complainant) v. Tusca Investments Limited (Respondent).

2111-61-U: Building Service Employees' International Union
(Complainant) v. Tusca Investments Limited (Respondent).

2152-61-U: Building Service Employees' International Union
(Complainant) v. Tusca Investments Ltd. (Respondent).

2232-61-U: London & District Building Service Workers Union, Local 220, 612 Colborne Street, London, Ontario (Complainant) v. St. Joseph's Hospital, 290 Russell St., North Sarnia, Ontario (Respondent).

2285-61-U: International Union of Operating Engineers, Local Union No. 796 (Complainant) v. Beef Terminals Limited (Respondent).

2311-61-U: International Typographical Union (Complainant) v. North Bay Nuggett, a Division of The Southam Co. Ltd. (Respondent).

2320-61-U: International Typographical Union (Complainant) v. North Bay Nugget, a Division of The Southam Company Limited (Respondent).

2346-61-U: United Brotherhood of Carpenters and Joiners of America (Complainant) v. Denis Charbonneau (Hearst) (Respondent).

2347-61-U: Hotel and Restaurant Employees and Bartenders International Union A.F.L. & C.I.O. (Complainant) v. Strand Tavern, 264 Dundurn St. S. Hamilton, Ont. (Respondent).

2416-61-U: Retail Wholesale and Department Store Union AFL-CIO-CLC (Complainant) v. London House Hotel (Respondent).

CERTIFICATION INDEXED ENDORSEMENTS

2122-61-R: Hotel & Restaurant Employees and Bartenders International Union, Local 197, Hamilton, A.F.L. & C.I.O. (Applicant) v. Moose Head House (Hamilton) (Respondent).
(DISMISSED NOVEMBER 1961)

The Board endorsed the Record as follows:

"All the evidence of membership in the applicant filed by the applicant in support of its application consists of membership-card-and monthly-stamp books which are not signed by the members whose names appear thereon.

Section 50 of the Board's Rules of Procedure requires that the documentary evidence of membership filed by an applicant trade union must be signed by the members of the applicant for whom the documentary evidence is filed.

As the documentary evidence of membership in the applicant does not bear the signature of the member for whom such documentary evidence of membership is filed, the Board

cannot give any weight to the documentary evidence of membership filed in support of this application.

Accordingly the applicant has failed to establish that it had any members, at the time the application was made, in any voting constituency or bargaining unit the Board might find appropriate in this matter.

In view of these circumstances and in accordance with the provisions of section 45 of the Board's Rules of Procedure, the Board is of the opinion that the applicant has failed to make out a prima facie case for the remedy requested and the application is therefore dismissed."

1719-61-R: Bakery & Confectionery Workers' International Union of America, Local No. 457 (Applicant) v. Laing & Sons Limited (Respondent). (GRANTED NOVEMBER 1961)

The Board endorsed the Record as follows:

"At the hearing in this matter the respondent informed the Board that the employees employed in its chocolate department were on lay-off during the months of June, July and August, that two employees in its stock room were laid off for the same period because of the reduction in the respondent's operation resulting from the lay-off in its chocolate department and that the engineer does not work during the summer months. The respondent therefore requested the Board to exclude these employees from the bargaining unit or alternatively, to direct that a representation vote be taken when these employees had returned to work.

In so far as the respondent's request relates to the exclusion of the employees in its chocolate department and the engineer, it is not the policy of the Board in dealing with an application for an industrial bargaining unit to departmentalize in the manner suggested by the respondent in determining the appropriate bargaining unit. Accordingly, the Board declares that the employees employed in the chocolate department of the respondent and the engineer are included in the bargaining unit.

In so far as the request relates to a representation vote, it is noted that, at the time the application was made, there were sixteen employees in the bargaining unit in the employ of the respondent and the respondent informed the Board that there would be twenty-six employees if the employees on lay-off were included in the bargaining unit. Thus, at the time the application was made, there were in the employ of the respondent more than sixty per cent of the number of employees in the appropriate bargaining unit at the peak of the respondent's production. In addition, with the exception of the engineer, there were at that time employees in all the occupational classifications which the respondent employs during the peak of its production season. In particular, at the time the application was made, two employees employed in the chocolate department were in the employ of the respondent. The number of employees of the respondent in the bargaining unit who were members of the union at the time the application was made was more than forty-five per cent of the number of employees in the appropriate bargaining unit at the peak of the respondent's production and was considerably more than fifty-five per cent of the number of employees in the bargaining unit at the time the application was made. Accordingly, the Board is not prepared to direct that a representation vote be taken in these circumstances. See the Board's decision in the Nixon Building Products Limited Case, File No. 17495-59, O.L.R.B. Monthly Report June, 1959, p. 93.

The Board is satisfied, on the basis of all the evidence before it, that more than fifty-five per cent of the employees of the respondent in the bargaining unit at the time the application was made were members of the applicant at the material times fixed in accordance with The Labour Relations Act and the Board's Rules of Procedure.

A certificate will issue to the applicant."

2168-61-R: International Association of Machinists
(Applicant) v. Canadian Gypsum Company Limited (Respondent).
(GRANTED NOVEMBER 1961)

The Board endorsed the Record as follows:

"A representative of the applicant union handed out application cards to persons entering the plant, together with a leaflet describing the plant, in clear cut terms how the cards were to be completed and returned to the union. All signed application cards were received by the union by mail. Each card came in a separate envelope and each was accompanied by a dollar payment.

While the use of the mails rather than personal solicitation to secure membership in a trade union has created problems for an applicant in establishing its membership position to the satisfaction of the Board in some cases, evidence of membership received in a manner similar to that used in the present case has been accepted by the Board in the past. It should be noted that there is here no evidence to suggest that the employees signing the application cards did not in fact pay the dollar enclosed with the card. Moreover, in our view the documents submitted to the Board by the applicant after the filing of the initial evidence of membership do not cast any doubt on this evidence first filed with the Board."

16596-58: Bricklayers' and Masons' Union Local No. 1, Ontario, of the Bricklayers', Masons' and Plasterers' International Union of America, (Applicant) v. Abbotsford Homes Limited (Respondent). (DISMISSED NOVEMBER 1961)

On April 7, 1960, the Board endorsed the Record as follows:

"The Board finds that on the date of application there were eleven persons in the bargaining unit.

The Board has not found it necessary to decide what weight, if any, should attach to the membership evidence submitted by the applicant for Bruno Begert. The Board is satisfied, however, that the evidence relating to the signing of Begert's card does not cast a reflection on the other evidence submitted by the applicant in support of its application. Regardless of whether Begert's card is counted or not, the Board is satisfied that not less than 45 per cent and not more than 55 per cent of the employees in the bargaining unit are members of the applicant.

Having regard to the above finding, it becomes unnecessary for the Board to determine what weight, if any, should attach to the document filed in opposition to the application.

However, since counsel for the applicant argued that this was a case where section 7 subsection 5 of The Labour Relations Act should be applied and since, if Begert's card was counted, the union would have over 50 per cent of the employees in the bargaining unit as members, the Board found it necessary to consider this submission. Having regard to all the circumstances of the case, including the lapse of time between the meeting in Campbell's home and the conclusion of the last hearing in this case, the Board is of the opinion that this is not a case where section 7 subsection 5 should be applied. Reference is made to the Belleville-Sargent and Company Limited Case, (1944) D.L.S. 7-1127 and to the Corbin Lock Company of Canada Limited Case, (1944) D.L.S. 7-1109.

Counsel for the respondent argued that since there were no employees in the bargaining unit at the time of the hearing, as distinct from the date of the application, the Board should dismiss the application. Reliance was placed on the decision of Gale J. in the Toronto Newspaper Guild, Local 87, American Newspaper Guild and Globe Printing Company (1951) C.C.H. (Courts) 115,003 (see also ¶ 15,029 & ¶ 15,056). The Board has also considered the language of Smily J. in the Underwater Gas Developers Limited Case, (1959) C.C.H. (Courts) 15,280 (1960) 21 D.L.R. 345. In neither case were their Lordships called upon to deal with this point and, in our view, any statements by their Lordships which might on the surface appear to indicate support for the contention advanced by the respondent were not made in contemplation of the situation presently before the Board. The fact is, the argument advanced by the respondent with respect to the construction to be placed on sections 6 and 7 of The Labour Relations Act has been raised on a number of previous occasions before the Board and has been rejected. Counsel does not raise any new argument. The Board sees no reason to depart from previous Board decisions on this point.

Arising from the representations of the applicant with respect to the inclusion or exclusion of Ritums in the bargaining unit, the counsel for the respondent argued that the application should be dismissed on the principle set out in the Gaymer and Oultram Case, (1954), C.C.H. ¶ 17,073, C.L.S. 76-429. Having regard to the provisions of the applicant's constitution and to the evidence, the Board cannot find that Ritums would necessarily be refused membership in the applicant union and finds that this is not a case where the Gaymer and Oultram principle applies."

On April 7, 1960, the Board further endorsed the Record as follows:

"As will appear below, Board members Harvey and Young hold different views with respect to some of the points referred to in the above endorsement. However, on each of the findings and declarations of the Board there was either unanimity among Board members or a majority view prevailing. In the final result, however, Board member Harvey would have directed outright certification while Board member Young despite his views on one point, concurred in the result arrived at by the Vice-Chairman, namely - that a representation vote be directed."

Board Member, C.C. Young said:

"One of the submissions of counsel for the applicant is that Ritums cannot be a member of the applicant trade union.

While the evidence adduced at the hearing may fail to establish that this would be a necessary consequence of the constitutional provisions relied on, the evidence, in my view, clearly establishes it as a possible, if not a probable consequence of these provisions.

In the light of this conclusion, and since the applicant himself raised this issue, I would have dismissed this application for the reasons discussed in Gaymer and Oultram (cited above). Having regard to the decision of the majority on this point, however, I must concur in the view of the Vice-Chairman that a representation vote be directed."

Board Member, G.R. Harvey said:

"I would have counted the card submitted by the applicant for Bruno Begert. In my view, the actions of the employer in this case, in which he called a Sunday meeting of employees in his home where the union was discussed, were such that the true wishes of the employees would not likely be disclosed by a representation vote within the meaning of section 7 subsection 5 of The Labour Relations Act. I am also of the opinion that passage of time would not dissipate the effect of such interference. I would therefore have directed that a certificate issue."

On November 14, 1961, the Board further endorsed the Record as follows:

"In April 1960, the Board ordered a representation vote in this matter. At that time there were no employees in the bargaining unit which the Board found to be appropriate and the situation has not changed. The applicant has now requested leave of the Board to withdraw its application. In the circumstances outlined above, the Board is of the opinion that leave should be granted.

Should there be an application by the applicant in respect of any of the employees in the bargaining unit within the period of six months from the date hereof, the parties to such application will be given an opportunity to make such representations as they see fit on the timeliness of that application."

TERMINATION INDEXED ENDORSEMENTS

696-61-R: Schwenger Construction Limited (Applicant) v. United Brotherhood of Carpenters & Joiners of America (Respondent). (DISMISSED NOVEMBER 1961)

The Board endorsed the Record as follows:

"On the evidence in this case we are not satisfied that the employer's application for a declaration terminating the union's bargaining rights, should be granted without a representation vote. However, as there were no employees in the bargaining unit on the date of the application the matter falls within the principles set forth in Burns & Co. Ltd., C.L.S. Vol. 2, 76-793.

The application must, therefore, be dismissed but without prejudice to any further application by the applicant if and when there are employees in the bargaining unit."

(Re: Schwenger Construction Limited,
Tillsonburg, Ontario)

PROSECUTION INDEXED ENDORSEMENTS

15529-58: District 50, United Mine Workers of America, Local Union 13392 (Applicant) v. Canadian Industries Limited, Paint and Varnish Division (Respondent).

The Board endorsed the Record as follows:

"As the majority pointed out in the Royal York Case (File 1643-61-U), 'in granting leave to institute a prosecution, the Board seldom gives reasons for its decision. The reason for this practice is the danger that such reasons will be interpreted as an expression of opinion by the Board on the merits of the prosecution itself'.

The facts in the present case are clear. On the other hand, as the majority said in the Royal York Case: 'the issues raised by counsel in their arguments...involve questions of law, the answers to which, in our opinion, are far from clear'.

The Board consents to the institution of a prosecution against Canadian Industries Limited (Paints Division) in this matter for the following offence alleged to have been committed:

That the said Canadian Industries Limited (Paints Division) did on or about the 16th day of May, 1958, contravene section 47(c) of The Labour Relations Act, R.S.O. 1950 c. 194, in that it did seek by threat of dismissal to compel certain of its employees to cease their participation in a lawful strike at its Toronto paint works.

The appropriate documents will issue."

Board Members, H.F. Irwin and R.W. Teagle dissented and said:

"We dissent. The applicant in this case requests the consent of the Board to institute a prosecution against the respondent company for an alleged violation of Section 47 of The Labour Relations Act (now Section 50 R.S.O. 1960 c. 202). The specific allegation is that the respondent did on or about the 26th day of May, 1958, contravene Section 47(c) - now Section 50(c) - of The Labour Relations Act in that it did seek by threat of dismissal to compel certain of its employees to cease their participation in a lawful strike at its Paint and Varnish Division at Toronto.

The facts in this case are clear and are not in dispute. They may be summarized, as follows:-

- (a) On the 28th day of December, 1956, the respondent entered into a collective agreement with the applicant union covering certain clerical employees of the respondent at its Paint and Varnish Division, Toronto. The agreement, by its terms, remained in effect until December 31, 1957.
- (b) Negotiations for the renewal of the said collective agreement were commenced in November 1957. Subsequently, conciliation services were granted and a conciliation board was appointed by the Minister of Labour.
- (c) The report of the conciliation board was released to the parties on April 24, 1958.
- (d) On May 16th, 1958, certain of the clerical employees, who were formerly bound by the said collective agreement, commenced a lawful strike.
- (e) On May 26th, 1958, certain striking employees had returned to work and the respondent sent a telegram to those employees still on strike which read as follows:-

"Due to your unauthorized absence since May 16, your employment will be terminated unless you report for work at your scheduled time on Tuesday, May 27th."

- (f) The respondent company had a well established rule that an employee's absence without leave for three days constituted a recognized cause for dismissal.

The company stated that on May 26th, it was re-organizing its clerical workers and wanted to fill the positions vacant, but did not wish to do so without first notifying the absent employees, who presumably were still on strike, and giving them the opportunity to return to their jobs if they wished to do so. It also stated that the telegram dated May 26th and addressed to these employees was for this purpose.

The applicant union alleges that the telegram sent by the respondent to certain striking employees was a threat of dismissal to compel those employees, who it submits were exercising a right under The Labour Relations Act by engaging in a lawful strike, to cease to exercise this right and that such action by the respondent is an offence under Section 47 (now Section 50) of the Act.

Section 47 (now ~~Section~~ 50) of the Act reads as follows:-

- "47. No employer, employers' organization or person acting on behalf of an employer or an employers' organization,
- (a) shall refuse to employ or continue to employ any persons, or discriminate against any person in regard to employment or any term or condition of employment because the person is a member of a trade union or is exercising any other rights under this Act;
 - (b) shall impose any condition in a contract of employment or propose the imposition of any condition in a contract of employment that seeks to restrain an employee or a person seeking employment from becoming a member of a trade union or exercising any other rights under this Act; or
 - (c) shall seek by threat of dismissal, or by any other kind of threat, or by the imposition of a pecuniary or other penalty, or by any other means to compel an employee to become or refrain from

becoming or to continue to be or to cease to be a member or officer or representative of a trade union or to exercise any other rights under this Act. R.S.O. 1950, c.194, s.47.

(emphasis added)

It is clear that subsection (c) is the relevant provision in respect of this alleged offence. In our opinion, there could be 13 possible offences involving threat of dismissal by an employer under this subsection. They would read as follows:-

1. No employer shall seek by threat of dismissal to compel an employee to become a member of a trade union.
2. No employer shall seek by threat of dismissal to compel an employee to refrain from becoming a member of a trade union.
3. No employer shall seek by threat of dismissal to compel an employee to continue to be a member of a trade union.
4. No employer shall seek by threat of dismissal to compel an employee to cease to be a member of a trade union.
5. No employer shall seek by threat of dismissal to compel an employee to become (an) officer of a trade union.
6. No employer shall seek by threat of dismissal to compel an employee to refrain from becoming (an) officer of a trade union.
7. No employer shall seek by threat of dismissal to compel an employee to continue to be (an) officer of a trade union.
8. No employer shall seek by threat of dismissal to compel an employee to cease to be (an) officer of a trade union.
9. No employer shall seek by threat of dismissal to compel an employee to become a representative of a trade union.
10. No employer shall seek by threat of dismissal to compel an employee to refrain from becoming a representative of a trade union.
11. No employer shall seek by threat of dismissal to compel an employee to continue to be a representative of a trade union.
12. No employer shall seek by threat of dismissal to compel an employee to cease to be a representative of a trade union.

13. No employer shall seek by threat of dismissal to compel an employee to exercise any other rights under this Act.

The contention of the union is that there is another offence provided for by the subsection, namely:

No employer shall seek by threat of dismissal to compel an employee to refrain from exercising any other rights under this Act.

There is, however, no such language in subsection (c) of section 47. To give effect to the above contention, it would be necessary to amend the subsection by changing the word "exercising" and to insert the words "refrain from". Neither course is open to either of the parties or to this Board. This is a matter exclusively for the Legislature. In interpreting the section, we cannot shuffle any words, strike out any words, or insert words which are not there. From the very wording of the telegram sent to the absent employees by the respondent on May 26, 1958, it is clear that the respondent did not seek by threat of dismissal to compel these employees to exercise any rights under the Act. On May 26, 1958, these employees were already on strike and the respondent desired them to return to work.

Even if the subsection read "to refrain from exercising or to cease to exercise any other rights under this Act", which it does not, the allegation could not be sustained because the right to strike is not a right under The Labour Relations Act. It is a right at common law and even if arising under other statutes it is not a right given by The Labour Relations Act.

Section 49 of the Act (now Section 54) prohibits employees bound by a collective agreement from going on strike while such an agreement is in operation. Where no collective agreement is in operation, which is the fact in the instant case, the section prohibits the employees from engaging in a strike until a trade union has become entitled under the Act to be the bargaining agent of the employees and certain events and proceedings in the collective bargaining process, as specified in the section, have taken place. When such requirements have been met, these prohibitions no longer apply and the employees are free to exercise their right to strike unrestrained by the provisions of The Labour Relations Act.

Similarly, Section 49 prohibits employers from exercising their right to lock out employees until the same requirements have been met. In Section 1(1) (f) of the Act (now Section 1(1) (g)) a lockout is defined as including a refusal by an employer to continue to employ a number of

his employees with a view to compel or induce his employees to refrain from exercising any rights or privileges under this Act. It is particularly noteworthy that the word "refrain" which appears in the said Section 1(1) (f) before the words "from exercising any other rights or privileges under this Act" is conspicuously missing from Section 47 (c) - now Section 50(c) - of the Act.

In the instant case, the specified conditions under Section 49 of the Act (now Section 54) have been met in full. The strike and lockout prohibitions were no longer binding on the parties. The employer was entitled to institute a lockout of his employees with a view to compel or induce them to refrain from exercising any rights or privileges under the Act. Even if it were conceded that the right to strike is a right given under The Labour Relations Act, which it is not, there could be no violation here because that is exactly what the respondent employer was entitled to do when, as here, the said strike and lockout prohibitions had been lifted. To hold otherwise, would permit employees to exert economic pressure on the employer by engaging in a strike, but deny employers their right to lockout their employees and thereby exert on the employees economic pressures of the sort contemplated in the definition of a lockout as set out in the Act which includes a refusal by an employer to continue to employ a number of his employees with a view to compel or induce them to refrain from exercising any rights or privileges under The Labour Relations Act.

For all these reasons we would have dismissed the application.

CONCILIATION INDEXED ENDORSEMENTS

1989-61-C: Local Union 1630 of The Bro. of Painters, Decorators & Paperhangers of America (Applicant) v. E.L. Ruddy Co. Ltd. (Respondent). (DISMISSED NOVEMBER 1961)

The Board endorsed the Record as follows:

"The applicant has requested that conciliation services be made available to the parties with respect to the employees of the respondent in the bargaining unit defined in the collective agreement between the parties made August 31st, 1960. The relevant portion of the duration clause reads as follows:

"This agreement shall become effective August 31st, 1960, and shall remain in effect until August 31st, 1961, and for further periods of one year, unless sixty (60) days' notice expiring on the yearly date shall be given by either party. ---Failure of either party to give such notice shall mean that

this agreement has been renewed for a further period of one year."

The applicant submitted that oral notice was given to the respondent on June 6th, 1961, that written notice was given on July 1st, 1961, and that the parties met and bargained for the renewal of the collective agreement on June 20th and on September 6th. The respondent submitted that written notice was given to it on July 5th, 1961, that the parties had not met and bargained for the renewal of the collective agreement, and that the said agreement therefore remains in effect until August 31st, 1962.

The Board has held that "oral notice properly given" is notice in accordance with a provision in a collective agreement that does not specifically require notice to be given in writing. See the decision of the Board, dated November 3, 1961, in the Barwood Sales (Ontario) Limited Case, File No. 2048-61-C. On the basis of the evidence before the Board, however, we are of opinion that proper oral notice was not given by the applicant to the respondent on June 6th, 1961. In so far as the written notice is concerned, the applicant mailed it to the respondent on July 3rd, 1961, and it did not comply with the provision for the giving of notice in the collective agreement. Accordingly, we find that "60 days' notice expiring on the yearly date" was not given by either party in so far as the agreement expiring on August 31st, 1961 is concerned. However, that written notice may well be a valid notice with respect to the agreement expiring on August 31st, 1962.

We are further of opinion, on the basis of the evidence before the Board, that the parties did not bargain on June 20th for the renewal of the collective agreement or for the making of a new agreement and it was admitted by the parties that no bargaining occurred at the meeting on September 6th. Accordingly, the Board is not called upon to exercise its discretion under subsection 3 of section 13 of The Labour Relations Act.

We find that the collective agreement between the parties has been renewed for a further period of one year until August 31st, 1962. The application is accordingly dismissed."

Board Member, D.B. Archer dissented and said:

"I dissent. In my opinion proper notice was given by the applicant on June 6th, 1961. Accordingly, I would have granted conciliation services to the parties."

2048-61-R: The Toronto and District Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America (Applicant) v. Barwood Sales (Ontario) Limited (Scarborough) (Respondent). (REFERRED NOVEMBER 1961)

The Board endorsed the Record as follows:

"The applicant has requested that conciliation services be made available to the parties with respect to the employees of the respondent in the bargaining unit described in the collective agreement between the parties effective from the 30th day of September, 1960.

Article 15 of the collective agreement reads as follows:

'This agreement shall be effective as of September 30, 1960 and shall continue in effect until October 1, 1961, and from year to year thereafter unless either party gives to the other party thirty (30) days prior to this termination or date or any subsequent termination date, notice to terminate or change this agreement.'

The respondent admitted receiving a telephone call from the applicant on the 1st day of September, 1961, wherein the applicant advised that the collective agreement was ready for renewal and it would 'like to get with it'. The applicant then asked whether written notice of its desire to bargain should be sent to the respondent in Toronto or to the respondent's head office in Montreal.

Article 15 of the collective agreement requires notice to be given, but does not specifically require that written notice be given.

Section 40 (1) of The Labour Relations Act requires notice in writing of desire to bargain. However, section 40 (2) states that a notice given by a party to a collective agreement in accordance with provisions in the collective agreement relating

to its termination or renewal shall be deemed to comply with subsection 1. As article 15 of the collective agreement does not specifically require notice in writing to be given, the Board finds that oral notice properly given is notice in accordance with the provisions of the collective agreement.

Although the telephone conversation of September 1st, 1961 indicated the applicant's intention to give written notice, the telephone conversation expressed the applicant's intent to bargain for a new collective agreement and the Board therefore finds that the telephone conversation was notice to bargain in accordance with the provisions of the collective agreement.

The collective agreement between the parties was to continue in effect until October 1st, 1961. The Board finds that the phrase 'until October 1st, 1961' is inclusive of the date of October 1st, 1961 (See Re Smith & McPherson (1921) 69 D.L.R. 477, O.L.R. 457).

In the opinion of the Board where the requirement of notice to bargain in a collective agreement is '30 days prior to', this phrase contemplates the inclusion of the day on which notice is given and accordingly, notice to bargain given on September 1st, fulfils the requirement of 30 days prior to October 1st. (see Coe v. Caledonia & M. Ry. Co. 6 N.W. 621 Minn. 197).

The Board therefore finds that oral notice to bargain given on September 1st, 1961 is more than 30 days prior to the termination of an agreement effective until October 1st, 1961.

The applicant's request that conciliation services be made available to the parties is therefore granted with respect to all employees of the respondent in the bargaining unit described in the collective agreement between the parties effective as of September 30th, 1961."

Board Member R.W. Teagle dissented and said:

"I dissent. Although I agree with the decision of the majority that oral notice given on September 1st, 1961 would be appropriate and timely notice under the provisions of the collective agreement, I find that the telephone conversation between the applicant and the respondent on September 1st, 1961 was not a notice to bargain but was merely a request for information as to where notice to bargain should be sent."

SPECIAL ENDORSEMENT IN CONCILIATION APPLICATIONS

2271-61-C: Milk and Bread Drivers, Dairy Employees Caterers and Allied Employees Local Union No. 647, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Ajax Dairy (Respondent). (DISMISSED NOVEMBER 1961)

The Board endorsed the Record as follows:

"Where an application for conciliation services is made under section 13 of The Labour Relations Act, conciliation services may only be granted where the bargaining in respect of which the services are requested looks to the completion of a first agreement following upon certification of a trade union, to the renewal, with or without modification, of a collective agreement, or to the making of a new agreement. See the Fern Shoe Company Case (1951) C.L.S. 76-311; C.C.H., Canadian Labour Law Reports, 1949-54 Transfer Binder, T17020.

On the basis of the evidence before the Board the parties in this case are bound by a collective agreement which became effective as of March 1, 1961, remains in effect until February 28, 1962, and contains a provision that the parties were to negotiate conditions and other matters relating to driver-salesmen if the respondent, during the term of the collective agreement, decided to operate its own delivery routes and employed driver-salesmen. Having regard to the representations of the parties, the Board is satisfied that the application herein relates to bargaining between the parties with respect to driver-salesmen under the above-noted provision of the collective agreement. The parties, therefore, are not bargaining for the renewal of a collective agreement or for the making of a new agreement. In the circumstances, conciliation services are not available to the parties.

The application is accordingly dismissed."

2361-61-C: Upholsterers' International Union of N.A. through its Agent Local 30 (Applicant) v. Toronto Upholstered Furniture Manufacturers Association Inc. (Respondent). (DISMISSED NOVEMBER 1961)

The Board endorsed the Record as follows:

"The applicant requests that conciliation services be made available to the parties with respect to the employees of the members of the respondent in the bargaining unit defined in a document dated September 15th, 1959, which, the applicant submits, constitutes a collective agreement.

However, the Board was informed that this document had not been signed by the parties. Accordingly, this document is not a collective agreement within the meaning of The Labour Relations Act. See the Canada Machinery Case, (1961) C C H Canadian Labour Law Reporter, ¶ 16,194, C.L.S. 76-729.

On the basis of the evidence before the Board, it appears that conciliation services were granted to the parties in respect of a collective agreement effective September 15th, 1956, and remaining in effect until September 15th, 1958. (File 16813-58). It appears further that the conciliation board appointed in that matter reported on May 29th, 1959. The Board has no jurisdiction to entertain a second application for conciliation services in respect of an agreement that has already formed the basis for a prior granting of conciliation services by the Board. See the Sarnia Observer Case (1959) C C H Canadian Labour Law Reporter, Transfer Binder ¶16,132 C.L.S. 76-635.

In the result, therefore, the instant application must be dismissed."

REQUEST FOR REVIEW OF DECISION OF THE BOARD IN APPLICATION
FOR TERMINATION OF BARGAINING RIGHTS

2230-61-R: Marcel Paquette (Applicant) v. Lumber and Sawmill Workers Union, Local 2995 (Respondent).

(Re: Henry Selin Forest Products Limited,
Nassau Lake, HURST, Ontario)

On October 22, 1961, the Board dismissed this application - see Monthly Report of Ontario Labour Relations Board, October 1961, pps. 238 - 239.

On November 2, 1961, the Board further endorsed the Record as follows:

"Having regard to the representation of the applicant as contained in a letter dated October 26th, 1961, the Board directs that the application be re-opened and proceeded with by the Board in accordance with the provisions applicable thereto.

At the hearing in this matter, the applicant will be required to show that the application is timely."

On November 17, 1961 the Board further endorsed the Record as follows:

"This application is withdrawn on the request of the applicant by leave of the Board."

REQUEST TO VARY DECISION OF BOARD IN APPLICATION FOR

CERTIFICATION

2028-61-R: International Union of Operating Engineers, Local 793 (Applicant) v. Damore Brothers Limited (Niagara Falls) (Respondent). (DISMISSED OCTOBER 1961)

On November 15th, 1961, the Board further endorsed the Record as follows:

"The Board having considered the representations of the parties as contained in their letters of November 3rd, 1961 and November 10th, 1961, can find no reason to depart from its usual practice of imposing a six months' bar on the applicant and therefore it does not consider it advisable to vary its decision of October 31st, 1961, in this matter."

TRUSTEESHIP OVER LOCAL UNION

T10-60 International Union of Operating Engineers Local 944.

A request was made by the Supervisor of the above Local for an extension of trusteeship. The Supervisor stated that he is making arrangement which, if accepted by the membership, will make it possible to release the Local Union from supervision at an early date.

The Board's decision on this request was as follows:

"The Board consents to the continuation under subsection 2 of section 60 of The Labour Relations Act of the supervision or control assumed by the International Union of Operating Engineers over its Local 944, on September 23rd, 1960. This decision is subject to reconsideration by the Board under subsection 1 of section 79 of The Labour Relations Act if the International Union of Operating Engineers should fail (i) to file with the Board such additional information as the Board may require of the International Union of Operating Engineers, or (ii) to do such act as may be required of the International Union of Operating Engineers by the Board."

PART II

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TABLE III

APPLICATIONS & COMPLAINTS DISPOSED OF BY THE ONTARIO LABOUR
RELATIONS BOARD BY MAJOR TYPES

Type of Application	Nov.	1st 8 months of fiscal year	
	<u>'61</u>	<u>61-62</u>	<u>60-61</u>
I Certification	75	534	518
II Declaration Terminating Bargaining Rights	2	34	38
III Declaration of Successor Status	-	8	9
IV Conciliation Services	101	802	700
V Declaration that Strike Unlawful	-	34	22
VI Declaration that Lockout Unlawful	-	1	1
VII Consent to Prosecute	4	75	67
VIII Complaint of Unfair Practice in Employment (Section 65)	12	89	2
IX Miscellaneous	<u>-</u>	<u>13</u>	<u>8</u>
TOTAL	<u>194</u>	<u>1590</u>	<u>1365</u>

APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS

BOARD BY TYPES AND BY DISPOSITION

Disposition				*Employees		
	Nov. '61	1st 8 mos. 61-62	fiscal yr 60-61	Nov. '61	1st 8 mos. 61-62	fiscal yr 60-61
I <u>Certification</u>						
Certified	42	329	353	965	8416	9622
Dismissed	19	129	108	750	5411	3917
Withdrawn	<u>14</u>	<u>76</u>	<u>57</u>	<u>329</u>	<u>2085</u>	<u>999</u>
TOTAL	<u>75</u>	<u>534</u>	<u>518</u>	<u>2044</u>	<u>5912</u>	<u>14538</u>

II Termination of Bargaining Rights

Terminated	1	13	19	40	324	451
Dismissed	1	19	11	-	506	374
Withdrawn	<u>-</u>	<u>2</u>	<u>8</u>	<u>-</u>	<u>64</u>	<u>475</u>
TOTAL	<u>2</u>	<u>34</u>	<u>38</u>	<u>40</u>	<u>894</u>	<u>1300</u>

*These figures refer to the number of employees directly affected and are based on the number of employees in the bargaining units at the time the applications for certification were filed with the Board. Totals for applications dismissed and withdrawn are approximate.

- S55 - APPLICATIONS DISPOSED OF BY
BOARD (continued)

Number of appl'ns dis. of
Nov. 1st 8 mos. fiscal yr
'61 61-62 60-61

III Conciliation Services*

Referred	89	751	657
Dismissed	3	12	14
Withdrawn	<u>9</u>	<u>39</u>	<u>29</u>
 TOTAL	 <u>101</u>	 <u>802</u>	 <u>700</u>

IV Declaration that
Strike Unlawful

Granted	-	4	4
Dismissed	-	2	1
Withdrawn	<u>-</u>	<u>28</u>	<u>17</u>
 TOTAL	 <u>-</u>	 <u>34</u>	 <u>22</u>

V Declaration that
Lockout Unlawful

Granted	-	-	1
Dismissed	-	1	-
Withdrawn	<u>-</u>	<u>-</u>	<u>-</u>
 TOTAL	 <u>-</u>	 <u>1</u>	 <u>1</u>

VI Consent to
Prosecute

Granted	1	14	20
Dismissed	-	9	2
Withdrawn	<u>3</u>	<u>52</u>	<u>45</u>
 TOTAL	 <u>4</u>	 <u>75</u>	 <u>67</u>

*Includes applications for conciliation services re unions claiming successor status.

TABLE V

REPRESENTATION VOTES IN CERTIFICATION APPLICATIONS DISPOSED OF BY THE BOARD

	Number of Votes		
	<u>Nov.</u> <u>'61</u>	<u>1st 8 months of fiscal yr</u> <u>61-62</u>	<u>60-61</u>
<u>* Certification After Vote</u>			
pre-hearing vote	2	32	-
post-hearing vote	4	29	36
not counted	-	-	-
<u>Dismissed After Vote</u>			
pre-hearing vote	2	15	-
post-hearing vote	5	39	50
not counted	<u>2</u>	<u>2</u>	<u>-</u>
TOTAL	<u>15</u>	<u>117</u>	<u>86</u>

* Includes applicant - intervener applications in which both applicant and intervener apply for a new unit and either applicant or intervener is certified

TABLE VI

REPRESENTATION VOTES IN TERMINATION APPLICATIONS DISPOSED OF BY THE BOARD

	Number of Votes		
	<u>Nov.</u> <u>'61</u>	<u>1st 8 months of fiscal yr</u> <u>61-62</u>	<u>60-61</u>
* Respondent Union Successful	-	2	5
Respondent Union Unsuccessful	<u>-</u>	<u>11</u>	<u>9</u>
TOTAL	<u>-</u>	<u>13</u>	<u>14</u>

* In termination proceedings where a vote is taken, the applicant is a group of employees, or the employer, the incumbent union is thus the respondent.

MONTHLY REPORT

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DECEMBER 1961

ONTARIO LABOUR RELATIONS BOARD

MONTHLY REPORT OF THE ONTARIO LABOUR RELATIONS BOARD

FOR THE MONTH OF DECEMBER 1961

PART I

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APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS
BOARD DURING DECEMBER 1961

Bargaining Agents Certified During December
No Vote Conducted

1984-61-R: National Union of Public Service Employees
(Applicant) v. Board of Education of the City of Oshawa
(Respondent)

Unit: "all office and clerical employees of the respondent save and except assistant to the business administrator, inspectors of public schools, assistant supervisor of building and maintenance and persons above those ranks, one confidential secretary each to the business administrator, supervisor of building and maintenance and the supervisor of public schools, and persons regularly employed for not more than 24 hours per week." (16 employees in the unit).

Board Member, D.B. Archer dissented and said:

"I dissent. I would have found Barbara Mathews and Aileen Gibbs, secretaries to the supervisor of building and maintenance and the supervisor of public schools respectively, are employees of the respondent included in the bargaining unit."

2182-61-R: International Hod Carriers', Building and Common Labourers' Union of America, Local 183 (Applicant) v. Bangor Construction Limited (Respondent)

Unit: "all construction labourers of the respondent employed within the boundaries of Metropolitan Toronto, save and except non-working foremen, persons above the rank of non-working foreman and shop and yard employees." (10 employees in the unit).

The Board endorsed the Record as follows:

"In its application, the applicant proposed a bargaining unit consisting of 'all construction labourers working within the boundaries of Metropolitan Toronto' with exceptions not here relevant.

The list of employees filed by the respondent company pursuant to the requirements of the Board's Rules of Procedure and purporting to show the names of the employees in the bargaining unit described by the applicant in its application as at October 10, 1961, the date of the making of the application, contained the names of 11 persons.

The Board, in its decision of October 31, 1961, in this matter, proceeding on the information furnished by the respondent company as to the employees who were in the bargaining unit at the material times, found that the applicant union had as members at the material times not less than forty-five per cent but not more than fifty-five per cent of the employees in the bargaining unit and accordingly directed that a representation vote be taken.

Subsequently, the applicant union challenged the accuracy of the list of employees filed by the respondent company and the Board, following its usual practice in such circumstances, appointed an examiner to inquire into and report to the Board on the composition of the bargaining unit.

In due course the examiner submitted his report and it was duly served upon the parties.

No statement of objections and desire to make representations has been filed with the Board within the time fixed under subsection 3 of section 41 of the Board's Rules of Procedure following the service of the report of the examiner dated the 23rd day of November, 1961, in this matter.

The examiner's report disclosed that a number of persons appearing on the list of employees that had been filed by the respondent in this matter should not have been included in the bargaining unit determined by the Board to be appropriate in its decision dated October 31st, 1961.

The Board is satisfied on the basis of the evidence now before it that more than fifty-five per cent of the employees of the respondent in the bargaining unit at the time the application was made were members of the applicant at the material times fixed in accordance with The Labour Relations Act and the Board's Rules of Procedure.

Paragraphs 3, 4, 5 and 6 of the Board's decision of October 31, 1961, in this matter are therefore revoked and a certificate will issue to the applicant."

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office and sales staff."
(79 employees in the unit).

The Board endorsed the Record as follows:

"In view of the circumstances which led up to the obtaining of the majority of the signatures on the document submitted to the Board as indicative of opposition by some of the employees of the respondent to the application of the applicant, the Board is not prepared to hold that the document weakens the evidence of membership submitted by the applicant so as to make it necessary for the Board to seek the confirmatory evidence of a representation vote in this case."

Board Member, Colin C. Young dissented and said:

"I dissent. In all the circumstances of this case, I would have given weight to the petition and directed a representation vote to be taken."

2224-61-R: Lumber and Sawmill Workers' Union, Local 2693 of the United Brotherhood of Carpenters and Joiners of America (Applicant) v. H. Gustafson, carrying on business under the firm name and style of Gustafson Timber (Respondent)

Unit: "all employees of the respondent in its woods operation in the Rae Lake area described in License to cut Crown timber #D 641 and in the Seine River area described in License to cut Crown timber #D 1484, and in the Quetico Park area described in Licenses to cut Crown timber #D 1509 and #D 1848, save and except foremen, persons above the rank of foreman, office and sales staff, scalers and tallymen."
(43 employees in the unit).

2226-61-R: Lumber and Sawmill Workers' Union, Local 2693 of the United Brotherhood of Carpenters and Joiners of America (Applicant) v. Anthony Omichinski (Respondent)

Unit: "all employees of the respondent in its woods operation in the Rae Lake area described in License to cut Crown timber #D 641 and in the Seine River area described in License to cut Crown timber #D 1484, and in the Quetico Park area described in Licenses to cut Crown timber #D 1509 and #D 1848, save and except foremen, persons above the rank of foreman, office and sales staff, scalers and tallymen."
(72 employees in the unit).

2254-61-R: Retail Store Employees Union Local 506 chartered by the Retail Clerks International Association (Applicant) v. Shop-Easy Stores Limited (Respondent)

Unit: "all employees of the respondent at Kenora regularly employed for not more than 24 hours per week and students employed during the school vacation period."
(10 employees in the unit).

2263-61-R: International Chemical Workers Union (Applicant) v. Sonneborn Ltd. (Respondent)

Unit: "all employees of the respondent at its plant at Leaside, save and except foremen, persons above the rank of foreman, persons engaged in outside maintenance and masonry restoration work and office and sales staff."
(10 employees in the unit).

2337-61-R: Retail, Wholesale and Department Store Union, (Applicant) v. The Producers Dairy Limited (Respondent)

Unit: "all office employees of the respondent at Almonte, save and except manager and persons above the rank of manager."
(2 employees in the unit).

2371-61-R: The Bricklayers' and Masons' Union, Local No. 1 Ontario of the Bricklayers', Masons' and Plasterers' International Union of America (Applicant) v. M-T Masonry Limited (Respondent)

Unit: "all bricklayers, bricklayer apprentices, stone masons and stone mason apprentices in the employ of the respondent in the County of Wentworth, except the Township of Beverley; the County of Halton, except that portion East of Sixteen Mile Creek from the Lakeshore to the Queen Elizabeth Highway and that portion East of the Sixth Line North from the Queen Elizabeth Highway; Townships of North and South Grimsby and Caistor in County of Lincoln; and the County of Haldimand except Townships of Moulton and Dunn, save and except non-working foremen and persons above the rank of non-working foreman." (7 employees in the unit).

The Board endorsed the Record as follows:

"At the hearing the representative of the employees who submitted a document as indicative of opposition to the application of the applicant informed the Board that he had talked to the president of the respondent and that the president later gave him the document for the purpose of obtaining signatures of employees. The president in turn informed the Board that he had consulted his lawyer after some employees had talked to him,

that his lawyer prepared the document, that he left it at the job site and picked it up after the employees had signed it, and that his lawyer then forwarded it to the Board. In all the circumstances the Board is not prepared to hold that the document weakens the evidence of membership submitted by the applicant so as to make it necessary to seek the confirmatory evidence of a representation vote in this case."

2377-61-R: Retail Clerks International Association, Local 206 (Applicant) v. Guelph Victoria Dairy Limited (Respondent)

Unit: "all driver-salesmen in the employ of the respondent at Guelph, save and except owner-manager and persons regularly employed for not more than 24 hours per week." (7 employees in the unit).

2380-61-R: Teamsters, Chauffeurs, Warehousemen and Helpers Local 91, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. Hurley Transport Company Limited (Respondent)

Unit: "all employees of the respondent employed at or working out of Prescott, save and except foremen, persons above the rank of foreman, office and sales staff." (4 employees in the unit).

2381-61-R: International Chemical Workers Union (Applicant) v. Engelhard Industries of Canada Limited (Respondent) v. Federal Local No. 24529, Canadian Labour Congress (Intervener)

Unit: "all employees of the respondent in its refinery and assay laboratory in Toronto, save and except the chief assayer, chief chemist, assistant chief chemist, persons above those ranks, office staff and security guards." (12 employees in the unit).

2392-61-R: International Union of Operating Engineers, Local 557 (Applicant) v. Dryden District General Hospital (Respondent)

Unit: "all stationary engineers employed by the respondent in the boiler room of its Hospital at Dryden, save and except the chief engineer." (3 employees in the unit).

2393-61-R: Hotel & Restaurant Employees & Bartenders International Union, Local 197, Hamilton (Applicant) v. Anthony Dirse, Emmy Zita Dirse, Alfonsas Pilipavicius, Albina Pilipavicius carrying on business under the firm name and style of "Moose Head Public House" (Respondent)

Unit: "all tapmen and beverage room waiters in the employ of the respondent in its Moose Head Public House at Hamilton, save and except owner-managers, and persons above the rank of owner-manager." (4 employees in the unit).

2407-61-R: International Union of Operating Engineers Local Union No. 869 (Applicant) v. The Grace Hospital, operated by the Salvation Army (Respondent)

Unit: "all stationary engineers employed in the boiler room of the respondent at its Hospital at Ottawa."
(5 employees in the unit).

2408-61-R: Sarnia Typographical Union No. 837 (Applicant) v. Haines Frontier Printing Co. Limited (Respondent)

Unit: "all employees of the respondent at Sarnia engaged in press room work." (4 employees in the unit).

The Board endorsed the Record as follows:

"For the purposes of clarity, the Board declares that Alfred Thompson is a director of the respondent and is not included in the bargaining unit."

2410-61-R: General Truck Drivers, Local 879 International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. M. & P. Transport Limited (Respondent)

Unit: "all employees of the respondent employed at and working out of Hamilton, save and except foremen, persons above the rank of foreman, office staff, persons regularly employed for not more than 24 hours per week and students employed for the school vacation period."
(4 employees in the unit).

Board Member, D.B. Archer dissented and said:

"I dissent. I would not have excluded 24 hour persons or students. I do not believe this type of person should be automatically excluded from bargaining units. Where either side desires their exclusion, they should be put to the strict proof that they in fact exist and that their exclusion is necessary or desirable. In the instant case, the company did not appear and therefore did not fulfil this requirement."

The Board endorsed the Record as follows:

"In view of the dissent registered by Board Member D.B. Archer, we feel it is incumbent upon us to point out that our exclusion of part time employees and students is based on the fact that the respondent company in its reply sought their exclusion and the representative of the applicant at the hearing agreed that these classifications should be excluded."

2421-61-R: Brotherhood of Painters, Decorators and Paperhangers of America, Local #114 (Applicant) v. Walter F. MacCormack (Respondent)

Unit: "all painters, decorators, paperhangers and their apprentices of the respondent employed at or working out of Belleville, save and except non-working foremen, persons above the rank of non-working foreman and office staff."
(4 employees in the unit).

2422-61-R: Brotherhood of Painters, Decorators and Paperhangers of America, Local #114 (Applicant) v. E. W. Vanner & Son (Respondent).

Unit: "all painters, decorators, paperhangers and their apprentices of the respondent employed at or working out of Belleville, save and except non-working foremen, persons above the rank of non-working foreman and office staff."
(10 employees in the unit).

2423-61-R: Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 880, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. B. & N. Door Manufacturing Co. of Canada Limited (Respondent)

Unit: "all employees of the respondent at Chatham, save and except foremen, persons above the rank of foreman, and office and sales staff."
(5 employees in the unit).

2425-61-R: International Hod Carriers' Building and Common Labourers' Union of America, Local No. 1059 (Applicant) v. Dave King Construction Limited (Respondent)

Unit: "all construction labourers of the respondent employed at or working out of London, save and except non-working foremen and persons above the rank of non-working foreman."
(4 employees in the unit).

2445-61-R: Building Service Employees' International Union, Local 204 (Applicant) v. One Hundred and Thirty Bloor Street West Limited (Respondent)

Unit: "all employees of the caretaking and maintenance staff of the respondent at the C.I.L. Building, 130 Bloor Street West, Toronto, save and except foremen, foreladies, persons above the rank of foreman or forelady, persons regularly employed for not more than 24 hours per week, stationary engineers and office staff." (17 employees in the unit).

2450-61-R: General Truck Drivers, Local 879, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. Anderson Cartage Limited (Respondent)

Unit: "all employees of the respondent employed at or working out of Stoney Creek, save and except foremen, persons above the rank of foreman and office and sales staff." (6 employees in the unit).

2451-61-R: Brotherhood of Painters, Decorators and Paperhangers of America, Local #114 (Applicant) v. A. Leland Painting Contractor (Respondent)

Unit: "all painters, decorators, paperhangers and their apprentices of the respondent employed at or working out of Belleville, save and except non-working foremen, persons above the rank of non-working foreman and office staff." (10 employees in the unit).

2507-61-R: Local 869, International Union of Operating Engineers (Applicant) v. Carleton University (Respondent)

Unit: "all stationary engineers employed in the boiler room of the respondent at Ottawa, save and except the chief engineer." (4 employees in the unit).

2508-61-R: Ready Mix, Building Supply, Hydro and Construction Drivers, Warehousemen and Helpers, Local Union No. 230, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Webster & Sons Limited (Respondent)

Unit: "all employees of the respondent employed at or working out of Metropolitan Toronto, save and except foremen, persons above the rank of foreman, and office and sales staff." (10 employees in the unit).

2510-61-R: Fuel, Bus, Limousine, Petroleum Drivers and Allied Employees Local Union No. 352, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Brompton Petroleum Limited (Respondent)

Unit: "all employees of the respondent employed at or working out of Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office staff."
(8 employees in the unit).

2519-61-R: Retail, Wholesale and Department Store Union, (Applicant) v. Dominion Stores Limited (Respondent)

Unit: "all employees of the respondent at its retail stores at Bowmanville, save and except store managers, persons above the rank of store manager, office staff, persons regularly employed for not more than 24 hours per week, and students hired for the school vacation period."
(3 employees in the unit).

2527-61-R: Bricklayers Masons & Plasterers International Union of America Local 40, Ontario (Applicant) v. Hillmount Construction Company (Respondent)

Unit: "all bricklayers, stonemasons, apprentice improvers and apprentices in the employ of the respondent employed within an area containing a radius of twenty-five miles from the Toronto City Hall and including the Town of Newmarket, save and except non-working foremen and persons above the rank of non-working foreman." (22 employees in the unit).

2576-61-R: Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 91, affiliated International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. Pentagon Construction Co. Ltd. (Respondent) v. Local 1988 of the United Brotherhood of Carpenters and Joiners of America (Intervener)

Unit: "all construction labourers employed by the respondent on its Hershey Chocolate Project at Smiths Falls, save and except non-working foremen and persons above the rank of non-working foreman." (17 employees in the unit).

Certified Subsequent to Pre-Hearing Vote

2031-61-R: Sudbury General Workers Union Local 101 (Applicant) v. Robinson Ltd., Sudbury (Respondent) v. The Sudbury and District General Workers' Union Local 902 of the International Union of Mine, Mill and Smelter Workers (Intervener)

Unit: "all employees of the respondent at Sudbury, save and except foremen, persons above the rank of foreman, outside sales staff and office staff." (12 employees in the unit).

The Board endorsed the Record in part as follows:

"For the purposes of clarity the Board declares that floor salesmen, mechanics and truck drivers are included in the bargaining unit."

Number of names on eligibility list		12
Number of ballots cast	12	
Number of ballots marked in favour of applicant	12	
Number of ballots marked in favour of intervener	0	

2087-61-R: National Union of Public Employees (Applicant) v. Corporation of the Town of Riverside (Respondent)

Unit: "all employees of the respondent at its office at the Town Hall and Department of Public Works at Riverside, save and except foremen, persons above the rank of foreman and employees bound by a subsisting collective agreement between the respondent and National Union of Public Employees, Local 405." (7 employees in the unit).

Number of names on eligibility list		7
Number of ballots cast	7	
Number of ballots marked in favour of applicant	7	
Number of ballots marked as opposed to applicant	0	

2321-61-R: Canadian Union of Operating Engineers (Applicant) v. Northern Electric Company Limited (Respondent) v. International Union of Operating Engineers, Local 944 (Intervener)

Unit: "all stationary engineers and persons primarily engaged as their helpers employed by the respondent in its power plant at London, save and except the chief engineer and persons above the rank of chief engineer." (4 employees in the unit).

Number of names on eligibility list		4
Number of ballots cast	4	
Number of ballots marked in favour of applicant	4	
Number of ballots marked in favour of intervener	0	

2332-61-R: Canadian Union of Operating Engineers (Applicant)
v. Libby, McNeill & Libby of Canada Limited (Respondent) v.
Local 944, International Union of Operating Engineers
(Intervener)

Unit: "all stationary engineers, firemen, and their
apprentices and persons primarily engaged as their helpers
employed by the respondent in its power house at Chatham,
save and except the chief engineer."
(10 employees in the unit).
(UNIT AGREED TO BY THE PARTIES)

Number of names on eligibility list		10
Number of ballots cast	10	
Number of ballots marked in favour of applicant	7	
Number of ballots marked in favour of intervener	3	

2334-61-R: Canadian Union of Operating Engineers (Applicant)
v. The Borden Company, Limited (Respondent) v. Local 944,
International Union of Operating Engineers (Intervener)

Unit: "all stationary engineers, firemen and persons
regularly employed as their helpers in the employ of the
respondent at its Tillsonburg plant, save and except the
chief engineer." (6 employees in the unit).

Number of names on eligibility list		6
Number of ballots cast	6	
Number of ballots marked in favour of applicant	6	
Number of ballots marked in favour of intervener	0	

2335-61-R: Canadian Union of Operating Engineers (Applicant)
v. The Borden Company, Limited (Respondent) v. Local 944,
International Union of Operating Engineers (Intervener)

Unit: "all stationary engineers, firemen and persons
regularly employed as their helpers in the employ of the
respondent at its Ingersoll plant, save and except the
chief engineer." (5 employees in the unit).

Number of names on eligibility list		5
Number of ballots cast	5	
Number of ballots marked in favour of applicant	5	
Number of ballots marked in favour of intervener	0	

2356-61-R: United Steelworkers of America (Applicant) v. The International Nickel Company of Canada, Limited (Port Colborne Plant) (Respondent) v. Local 637, International Union of Mine, Mill & Smelter Workers (Intervener).

Unit: "all hourly-paid employees of the respondent at its Port Colborne Plant." (1840 employees in the unit).

Number of names on revised eligibility list		1804
Number of ballots cast	1804	
Number of ballots segregated (not counted)	1	
Number of ballots marked in favour of applicant	1033	
Number of ballots marked in favour of intervener	763	

(SEE INDEXED ENDORSEMENTS PAGE 324)

2359-61-R: The Canadian Union of Operating Engineers (Applicant) v. Dominion Rubber Company Limited (Respondent) v. Local 296 URCLPWA (Intervener)

Unit: "all stationary engineers employed by the respondent in its footwear and general products division, 51 Breithaupt Street, Kitchener, save and except the chief engineer and persons above the rank of chief engineer." (5 employees in the unit).

Number of names on eligibility list		5
Number of ballots cast	5	
Number of ballots marked in favour of applicant	5	
Number of ballots marked in favour of Nat. Union of Operating Engineers of Canada, District 50 U.M.W.A.		0

2388-61-R: The Canadian Union of Operating Engineers (Applicant) v. Sunshine Waterloo Company Limited (Respondent) v. International Union of Operating Engineers, Local 700 (Intervener)

Unit: "all stationary engineers employed by the respondent in its boiler room at Waterloo, save and except the chief engineer." (3 employees in the unit).

Number of names on eligibility list		3
Number of ballots cast	3	
Number of ballots marked in favour of applicant	3	
Number of ballots marked in favour of intervener	0	

Certified Subsequent to Post-Hearing Vote

2204-61-R: Brotherhood of Painters, Decorators and Paper-hangers of America (Applicant) v. E. L. Ruddy Co. Ltd. (Respondent)

Unit: "all employees of the respondent employed at or working out of Hamilton, save and except supervisors, persons above the rank of supervisor, office staff and students hired for ths school vacation period." (59 employees in the unit).

Number of names on eligibility list		59
Number of ballots cast		59
Number of spoiled ballots	1	
Number of ballots marked in favour of applicant	34	
Number of ballots marked as opposed to applicant	24	

The Board endorsed the Record in part as follows:

"For the purposes of clarity, the Board declares that the office cleaner is classified as office staff and is excluded from the bargaining unit."

Board Member, E. Boyer dissented and said:

"I dissent. I would have certified without a vote."

2212-61-R: Sudbury General Workers Union, Local #101, Canadian Labour Congress (Applicant) v. Standard Dairy Limited (Respondent) v. The Sudbury and District General Workers' Union Local 902 of the International Union of Mine Mill and Smelter Workers (Intervener).

Unit: "all employees of the respondent at Sudbury, save and except foremen, persons above the rank of foreman and office staff." (48 employees in the unit).

Number of names on revised eligibility list		46
Number of ballots cast		45
Number of ballots marked in favour of applicant	31	
Number of ballots marked in favour of intervener	14	

Applications for Certification Dismissed No Vote Conducted

922-61-R: Retail, Wholesale and Department Store Union
(Applicant) v. Canteen Services Ltd. (Respondent)
(29 employees).

The Board endorsed the Record as follows:

"The Board conducted an inquiry into the allegation made on behalf of a group of employees that a person for whom the applicant had filed documentary evidence of membership had not in fact paid his initiation fee in accordance with the Board's policy in that regard. The evidence is that the initiation fee was not paid in accordance with the Board's policy and that other irregularities occurred in connection with the issue of receipts by the canvassers on behalf of the applicant. Having regard to the nature of the irregularities and the extent to which the objectionable practices were resorted to in signing up members, the Board is unable to place any reliance on any of the evidence of membership in which these canvassers participated. See the Webster Air Equipment Case, (1958) C.C.H. Canadian Labour Law Reporter, Transfer Binder ¶16,110, C.L.S. 76-598.

Having regard to the provisions of subsection 2 of section 7 of The Labour Relations Act, the remaining documentary evidence of membership filed by the applicant is not sufficient to entitle the applicant to either certification or a representation vote.

The application is accordingly dismissed."

1946-61-R: The United Brotherhood of Carpenters and Joiners of America (Applicant) v. Ross MacDuff Limited (Respondent).

2139-61-R: Canadian Union of Operating Engineers (Applicant) v. Groves Memorial Community Hospital (Respondent)

Unit: "all stationary engineers employed by the respondent in the boiler room of its hospital at Fergus, save and except the chief engineer."
(3 employees in the unit).

The Board endorsed the Record as follows:

"The Board conducted an inquiry into the allegation made on behalf of the respondent that two persons for whom the applicant had filed documentary evidence of membership had not in fact paid their initiation fees in accordance with the Board's policy in that regard. The evidence is that the initiation fee for one of these employees was not paid in accordance with the Board's policy and the Board can give no weight to the card filed for this employee. The remaining documentary evidence of membership filed by the applicant is not sufficient to entitle the applicant to either certification or a representation vote under the provisions of subsection 2 of section 7 of The Labour Relations Act. It therefore becomes unnecessary for the Board to deal with the weight to be given to the card of the other employee (the member of long-standing), the validity of which was placed in question."

2565-61-R: Shopmen's Local Union #757 of the International Association of Bridge, Structural and Ornamental Iron Workers affiliated with AFL-CIO-CLC (Applicant) v. R.M.P. Industries Limited (Toronto) (Respondent) (66 employees).

The Board endorsed the Record as follows:

"Prime Windows of Canada Limited having changed its corporate name to R.M.P. Industries Limited by supplementary letters dated the 30th day of October 1961, the respondent in this matter is therefore the same corporate entity formerly known as Prime Windows of Canada Limited.

The applicant having applied for certification as bargaining agent for substantially the same group of employees of the respondent as here applied for under its former corporate name, Prime Windows of Canada Limited, and the Board not having rendered its decision in the first application, this application is therefore untimely and is accordingly dismissed."

2568-61-R: General Truck Drivers' Union, Local 938 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America (Applicant) v. Speedmatic Car Wash, North Bay, Ontario (Respondent) (5 employees).

The Board endorsed the Record as follows:

"The applicant having failed to file a declaration concerning membership documents in Form 9 in accordance with the provisions of section 6 of the Board's Rules of Procedure, this application is therefore dismissed."

2567-61-R: General Truck Drivers' Union, Local 938 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America (Applicant) v. Speedy Delivery (Sudbury) Limited (Respondent). (13 employees).

The Board endorsed the Record as follows:

"The applicant having failed to file a declaration concerning membership documents in Form 9 in accordance with the provisions of section 6 of the Board's Rules of Procedure, this application is therefore dismissed."

Certification Dismissed subsequent to Pre-hearing Vote

2330-61-R: The Canadian Union of Operating Engineers (Applicant) v. Toronto Star Limited (Respondent) v. International Union of Operating Engineers Local 796 (Intervener)

Unit: "all permanent employees of the respondent consisting of all operating engineers, save and except temporary and probationary employees working less than three months, part-time employees working less than twenty hours in any calendar week, chief engineers and driver-janitors."
(13 employees in the unit).

Number of names on revised eligibility list		13
Number of ballots cast	13	
Number of ballots marked in favour of applicant	6	
Number of ballots marked in favour of intervener	7	

Certification Dismissed subsequent to Post-hearing Vote

1849-61-R: Toronto Municipal Employees' Association, Local 79 National Union of Public Employees (Applicant) v. The Toronto Public Library Board (Respondent)

Unit: "all employees of the respondent on its caretaking and maintenance staff at Toronto, save and except foremen, persons above the rank of foreman, and persons regularly employed for not more than 24 hours per week."
(51 employees in the unit).

The Board endorsed the Record as follows:

"The Board notes the agreement of the parties to dispense with the inquiry by the Examiner into the duties and responsibilities of James Aitcheson and Daniel Neale as directed by the Board's decision dated September 13th, 1961."

Number of names on revised eligibility list		50
Number of ballots cast	50	
Number of ballots segregated (not counted)	1	
Number of ballots marked in favour of applicant	20	
Number of ballots marked as opposed to applicant	29	

Ballots not counted

2080-61-R: International Union of Operating Engineers, Local 944 (Applicant) v. Maxwell Limited (Respondent) v. Local 370, International Molders & Foundry Workers Union of North America (Intervener)

Voting Constituency: "all stationary engineers employed by the respondent in its boiler room at St. Mary's." (3 employees in the unit).

Number of names on eligibility list		3
Number of ballots cast	3	

(SEE INDEXED ENDORSEMENTS PAGE 323)

2187-61-R: International Union of Operating Engineers, Local 796 (Applicant) v. Devon Dairy Limited (Respondent)

Voting Constituency: "all stationary engineers and their helpers employed by the respondent at 108 Nassau Street, Toronto, save and except the chief engineer." (4 employees).

The Board endorsed the Record as follows:

"The applicant having requested that a pre-hearing representation vote be taken, the Board directed the taking of the pre-hearing representation vote in its decision dated October 24th, 1961.

The pre-hearing representation vote having been taken on November 7th, 1961, the ballot box was sealed pursuant to the direction of the Board.

The applicant has now requested leave to withdraw its application.

The proceedings having progressed to this stage, the Board is of opinion that the application should be dismissed and the application is accordingly dismissed.

Since a representation vote has been taken in this case, the Board following its usual policy will not entertain an application for certification by the applicant with respect to any of the employees in the voting constituency within a period of six months from the date hereof."

Number of names on		
eligibility list		4
Number of ballots cast	4	

1804-61-R: The Canadian Union of Operating Engineers
{Applicant} v. Cluett Peabody and Company of Canada Limited
{Respondent} v. Amalgamated Clothing Workers of America
{Intervener}

Voting Constituency: "all stationary engineers employed by the respondent at its plant at Kitchener, save and except the chief engineer." (4 employees in the unit)

The Board endorsed the Record as follows:

"The applicant seeks to carve out a bargaining unit of stationary engineers from an industrial unit for which the intervener union is presently the bargaining agent. It appears from the evidence that the stationary engineers have constituted an integral part of the industrial unit for some 16 years and have, during that time, enjoyed the benefits of collective bargaining accorded to other employees in the unit. While there was some evidence of complaints by an individual employee to the intervener union, we are not persuaded on the evidence that these complaints should be treated as complaints regarding representation.

Having regard to all the circumstances of this case, including the nature of the respondent's industry and the work performed by the stationary engineers, and to the decisions of this Board in Lily Cup, Ontario Labour Relations Board Monthly Report, January 1961, p. 370; Kent Tile & Marble Limited, C.C.H. Canadian Labour Law Reporter Vol. 1, 116,204; Canada Foundries & Forgings Limited, ibid, 116,203 and Sheraton Brock Hotel, ibid, 116,205, we must conclude that the unit requested by the applicant is inappropriate and that this is not a proper case for the application of section 6 (2) of The Labour Relations Act.

The application is dismissed."

Number of names on
eligibility list

Number of ballots cast

4

4

APPLICATIONS FOR CERTIFICATION WITHDRAWN DURING DECEMBER 1961

2483-61-R: International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (U.A.W.) (Applicant) v. General Motors Products of Canada Limited Retail Branch (Respondent)

Voting Constituency: "all employees of the respondent company at 915 Tecumseh Rd. E. in Windsor, save and except salesmen, office employees, supervisors and those above the rank of supervisor." (29 employees in the unit)
(AGREED TO BY THE PARTIES)

2493-61-R: National Union of Public Service Employees (Applicant) v. The Corporation of the City of St. Catharines (Respondent) (20 employees).

2574-61-R: Brotherhood of Painters, Decorators and Paper-hangers of America (Glass Workers L.U. 1795) (Applicant) v. Canadian Pittsburgh Industries Brantford Division (Respondent) v. International Chemical Workers Union (Intervener). (6 employees).

APPLICATIONS FOR TERMINATION DISPOSED OF DURING DECEMBER 1961

2120-61-R: Lyle T. Forsyth (Applicant) v. Retail Wholesale and Dept. Store Union Local 493 (Respondent) (Granted) (13 employees).

(Re: Kraft Foods Ltd.
Newington)

Number of names on revised eligibility list		10
Number of ballots cast	10	
Number of ballots marked in favour of respondent	0	
Number of ballots marked as opposed to respondent	10	

2616-61-R: Leo Paul Belanger (Applicant) v. Local 89, International Pulp and Sulphite Workers Union Section 43 (Respondent) (Dismissed) (17 employees).

(Re: Byng Laundry and Dry Cleaners, Kapuskasing)

The Board endorsed the Record as follows:

"This is an application for declaration terminating the bargaining rights of the applicant.

The respondent was certified as bargaining agent for all employees of Byng Laundry and Dry Cleaners with certain exceptions not here relevant on the 10th day of February, 1961 and one year has not elapsed since the date of certification.

Conciliation services were made available to the respondent and Byng Laundry and Dry Cleaners on the 25th day of April, 1961.

The Board is satisfied that pursuant to the provisions of section 46 (1) of The Labour Relations Act this application is untimely.

In view of these circumstances and in accordance with the provisions of section 45 of the Board's Rules of Procedure the Board is of the opinion that the applicant has failed to make a prima facie case for the remedy requested and the application is therefore dismissed."

APPLICATION UNDER SECTION 79 DISPOSED OF DURING DECEMBER 1961

2436-61-M: International Association of Machinists (Applicant) v. Morse Chain of Canada Limited (Respondent)

The Board endorsed the Record as follows:

"For the reasons given in writing, we are of the opinion that no determination under section 79 (2) of The Labour Relations Act should be made in this case with respect to Mrs. Ella May Carter."

APPLICATION FOR DECLARATION THAT STRIKE UNLAWFUL DISPOSED
OF DURING DECEMBER 1961

2564-61-U: Dixon Construction Enterprises Limited (Applicant)
v. Vernon Bennett, Stanley Brown, Delbert Bourque, Dennis
Cotter, and James Hall (Respondents)

The Board endorsed the Record as follows:

"The Board finds that the respondents, namely Vernon Bennett, Stanley Brown, Delbert Bourque, Dennis Cotter and James Hall, ceased to work or refused to work or continue to work in combination or in concert or in accordance with a common understanding on November 8, 1961, and thereafter, thereby engaging in a strike within the meaning of section 1 (1) (i) of The Labour Relations Act. The Board further finds that such strike was contrary to section 54 of The Labour Relations Act and the Board declares that the strike is unlawful."

APPLICATIONS FOR CONSENT TO PROSECUTE DISPOSED OF DURING
DECEMBER 1961

1886-61-U: Crestile Limited (Applicant) v. Bruce Woods
(Respondent).

The Board endorsed the Record as follows:

"The Board consents to the institution of a prosecution against Bruce Woods, the respondent, in this matter for the following offence alleged to have been committed:

That the said Bruce Woods did contravene section 55 of The Labour Relations Act in that he did counsel one James Dawe to engaged in an unlawful strike on or about the 15th day of August, 1961."

Board Member, E. Boyer dissented and said:

"I dissent. In the circumstances of this case, I would not have granted consent to prosecute."

1887-61-U: Crestile Limited (Applicant) v. William Deisley
(Respondent). (Withdrawn)

1888-61-U: Crestile Limited (Applicant) v. James Dawe and
Walter Stone (Respondent). (Withdrawn)

2098-61-U: Dominion Steel and Coal Corporation Limited,
Canadian Bridge Works (Applicant) v. Henry Kobryn (Respondent).
(Dismissed)

The Board endorsed the Record as follows:

"The offence alleged against the respondent in this case is that on or about September 26th, 1961, and contrary to Section 57 of The Labour Relations Act, he did an act which he knew, or ought to have known, as a probable and reasonable consequence of the act, another person or persons would engage in an unlawful strike.

At the commencement of the hearing, counsel for the applicant and counsel for the respondent informed the Board that they agreed to the Board deciding the issues of the application on the basis of the following facts agreed to between them.

- (1) That the applicant employer was at all material times engaged by the St. Lawrence Seaway Authority in the erection of structural steel on the Cornwall North Channel Bridge project;
- (2) That all the workmen employed by the applicant on this project were members of the International Association of Bridge, Structural & Ornamental Ironworkers;
- (3) That the applicant has no collective bargaining agreement, or obligations with any union with respect to its employees on this project;
- (4) That the applicant does have a collective agreement with Local 700 of the International Association of Bridge, Structural & Ornamental Iron Workers for its employees working in and out of Windsor;
- (5) That at all material times Locals 700, 721 & 736, of the International Association, were engaged in a lawful strike and this strike involves a large number of the applicant's employees throughout the Province of Ontario;

- (6) That the applicant is a member of the Structural Steel Erectors Association, and that the association bargains on behalf of the applicant;
- (7) That on September 26, the respondent, who is the secretary-treasurer of The Ironworkers District Council of Eastern Canada and the business agent of Local 700, posted certain notices "at some point closely adjacent" to the project. These notices stated:

Ironworkers Local 700, 721, 736, on
legal strike. Fight for survival.

- (8) That later the same day after the said notices had been posted, persons who were working on the project in the construction of iron and structural steel left their jobs before quitting time;
- (9) That on October 12, 1961, the Board made a declaration under section 67 of The Labour Relations Act that these persons who had left their jobs on September 26th had ceased to work or ceased to continue to work in combination or in concert or in accordance with a common understanding although work was available for them, and thereby engaged in a strike contrary to section 54 of the Act.

On this evidence the applicant asks us to find that a prima facie case has been shown that the respondent knew, or ought to have known, that as a reasonable and probable consequence of posting the notices, employees would walk off their jobs. Our consideration of this problem must of necessity be confined to the wording of the notice itself construed in relation to the other agreed facts.

It is significant that there is no evidence revealed in the agreed statement of facts as to the circumstances existing at the project when or before the notices were posted. However, we are asked to infer that because of the wording of the notices posted where they were by the respondent during the course of a legal strike elsewhere by locals 700, 721 and 736 that these facts in combination created such a provocative or responsive situation among the employees at the project, that the respondent knew or ought to have known when he posted the notices as a probable and reasonable consequence thereof that the employees who read them would engage in an unlawful strike.

There is obviously nothing to suggest from the bare language of the notice itself that the employees should engage in an unlawful strike. On the contrary, the notice indicates that locals 700, 721 and 736 are on a "legal strike". The applicant, however, in the light of the circumstances in which they are used, seeks to attach a special provocative meaning to the employees to engage in unlawful activity. For all we know, on the evidence before us, these words may have been intended by the union and understood by the employees to mean, that the union was soliciting funds, urging the employees to seek certification, or to take some legal action to support the lawful strike of locals 700, 721 and 736 of the International Association of Bridge, Structural & Ornamental Iron Workers. It would be pure speculation for us to say that the words meant and would be understood to mean that the employees should engage in unlawful activity. Further, as far as the evidence goes, the employees may well have walked off their jobs for any number of reasons wholly unconnected with the notices.

In our view the circumstances of this case do not establish that the occurrence of the posting is prima facie a cause of the walkout or that if it was, that, prima facie the respondent knew or ought to have known as a probable and reasonable consequence of the posting that such act, would precipitate an unlawful work stoppage. The evidence in this case is of an extremely tenuous and speculative nature and fails to disclose a prima facie case against the respondent of the essential ingredients of the alleged offence.

In the result, the application is dismissed."

Board Member, R.W. Teagle dissented and said:

"I dissent. On September 26, 1961, a work stoppage on the Cornwall Bridge occurred which was declared an unlawful strike by the Board. This strike occurred on the same day after Mr. Kobryn posted the notices. I would find that there is a valid inference that the postings of these notices such a short time before the unlawful work stoppage was the proximate cause of same and was an act contemplated by section 57 (1) and for this reason I would grant leave to prosecute."

2269-61-U: The Sheet Metal Workers' International Association Local Union No. 30, (Applicant) v. Leslie Bros. Ltd. (Home for the Aged, Lawrence and Brimley Avenues, Municipality of Metropolitan Toronto) (Respondent). (Granted).

The Board endorsed the Record as follows:

"The Board consents to the institution of a prosecution by the applicant against the respondent in this matter for the following offence alleged to have been committed:

That the said Leslie Bros. Ltd. did contravene section 56 of The Labour Relations Act in that it did call or authorize an unlawful lock-out of certain of its employees on October 13th, 1961."

Board Member, C. C. Young dissented and said:

"I dissent. In my view, the evidence adduced at the hearing in this matter disclosed no offence under section 56 of The Labour Relations Act. I would therefore refuse to consent to the institution of a prosecution."

2549-61-U: The United Steelworkers of America (Applicant) v. Stoklosar Marble Quarries Limited (Madoc) (Respondent). (Withdrawn)

APPLICATIONS UNDER SECTION 65 (UNFAIR LABOUR PRACTICE)

DISPOSED OF DURING DECEMBER 1961

1624-61-U: District 50, United Mine Workers of America (Complainant) v. Parkdale Auto Wreckers (Respondent).

1648-61-U: National Union of Public Employees (Complainant) v. Ottawa Sanitation Services Limited (Respondent).

2217-61-U: International Union of Electrical, Radio and Machine Workers (Complainant) v. Beck Electric Manufacturing Company Limited (Respondent).

2262-61-U: International Union of Doll and Toy Workers of the U.S.A. & Canada (Complainant) v. Ganz Brothers Toys Limited (Respondent).

2278-61-U: General Truck Drivers Local 938, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers (Complainant) v. Gus Marker Block & Tile Limited (Respondent).

2279-61-U: General Truck Drivers Local 938, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers (Complainant) v. Gus Marker Ready Mixed Ltd. (Respondent).

2299-61-U: International Chemical Workers Union A.F. of L. C.I.O. C.L.C. (Complainant) v. Sonneborn Ltd. (Respondent).

2358-61-U: United Steelworkers of America (Complainant) v. Sasco Tubes Limited (Respondent).

2362-61-U: International Union of Doll and Toy Workers of the United States and Canada (Complainant) v. Ganz Brothers Toys Limited (Respondent).

2437-61-U: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Local 938, General Truck Drivers (Complainant) v. Wootton Cartage (Respondent).

2452-61-U: International Union of Doll and Toy Workers of U.S.A. & Canada (Complainant) v. Ganz Brothers Toys Limited (Respondent).

2465-61-U: The National Union of Public Employees, C.L.C. (Complainant) v. The County of Halton (Works and Roads Dept.) (Respondent).

2467-61-U: General Truck Drivers Union Local No. 879, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Complainant) v. Burlington Brick Company Limited (Respondent).

2512-61-U: Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 880 (Complainant) v. B. & N Door Manufacturing Co. (Canada) Limited (Respondent).

FINANCIAL STATEMENT

2557-61-M: Patrick Manus Conaghan (Applicant) v. International Union of Operating Engineers Local Union 796 (Respondent).

The Board endorsed the Record as follows:

"The applicant having informed the Board that the respondent union has furnished him with a copy of the audited financial statement of its affairs, this proceeding is terminated."

CERTIFICATION INDEXED ENDORSEMENTS

2080-61-R: International Union of Operating Engineers,
Local 944 (Applicant) v. Maxwell Limited (Respondent) v.
Local 370, International Molders & Foundry Workers Union
of North America (Intervener)

The Board endorsed the Record as follows:

"The applicant has applied to be certified as bargaining agent for all stationary engineers employed by the respondent in its boiler room at St. Marys.

The stationary engineers in the employ of the respondent are currently represented by the intervener and are part of an overall industrial unit represented by the intervener.

The applicant argued that stationary engineers employed by the respondent are entitled to be represented by the applicant craft union because of the recognized craft status of stationary engineers.

The applicant further argued that the intervener which at times represents employees on a craft basis cannot now be heard to deny the right of the applicant to represent the stationary engineers in the employ of the respondent on a craft basis by requesting the Board to exercise its discretion under section 6 (2) of The Labour Relations Act.

The Board finds that the stationary engineers in the employ of the respondent are currently bound by a collective agreement between the respondent and the intervener and have been bargained for by the intervener since 1947. The Board further finds that the collective agreement covering the stationary engineers has a separate wage schedule covering the classification of stationary engineers, under which classification the stationary engineers have at times received greater increases than some of the other classifications in the collective agreement, that the line of supervision for stationary engineers is the same as for the general plant, that the stationary engineers are covered by a plant wide seniority and in exercising their rights under the plant wide seniority have bumped junior employees in order to retain employment in some other classification.

The stationary engineers are always represented at meetings of the incumbent union and the bargaining committee is elected at such meetings. Stationary engineers are classified by the respondent as engineer-watchmen and in addition to their normal duties of stationary engineers perform watching duties in that they check the offices and other parts of the respondent's plant. There is no history of grievances by the stationary engineers nor has the intervener ever refused to process a grievance by a stationary engineer.

Having regard to the decision of the Board in the Lily Cup Case (Ontario Labour Relations Board Monthly Report, January 1961 p. 370) and the Canada Foundries and Forgings Case (1961) C.C.H. Canadian Labour Law Reporter 116,203 C.L.S. 76-753, the Automatic Electric (Canada) Limited Case, Board File #1501-61-R and Darling & Company of Canada Limited Case, Board File #2073-61-R and the history of collective bargaining between the respondent and the intervener as evidenced by the length of continuous representation by the intervener of the stationary engineers, the separate wage schedules for stationary engineers in the collective agreement, the common line of supervision, the opposition to the application by the respondent in its reply to the application and the incumbent trade union, and having regard to the fact that the incumbent trade union while it may in fact organize on craft lines in some plants, is in fact an industrial union in the respondent's plant, the Board is of the opinion that it should exercise its discretion under section 6 (2) of The Labour Relations Act and finds that the unit proposed by the applicant is inappropriate in the circumstances of this case.

The application is therefore dismissed."

2356-61-R: United Steelworkers of America (Applicant) v. The International Nickel Company of Canada, Limited (Port Colborne Plant) (Respondent) v. Local 637, International Union of Mine, Mill & Smelter Workers (Intervener).
(Granted December 1961)

On November 22nd, 1961, the Board endorsed the Record as follows:

"The applicant in this matter has requested that a pre-hearing representation vote be taken.

The intervener objected to the taking of a pre-hearing vote, especially at this stage of the proceeding, and alleged as ground for its objection certain irregularities relating to the evidence of membership submitted by the applicant in support of its application.

A hearing was held in this matter on Monday November 20, 1961, for the purpose of affording to the parties an opportunity to present oral argument on the objection of the intervener.

After careful consideration of the argument presented by the intervener, we have come to the conclusion that the intervener's objection is not well taken. In arriving at this conclusion we have taken into consideration the following:

- (i) that it is implicit in the use of the term "pre-hearing representation vote" in subsection 1 of section 8 of The Labour Relations Act that a vote be taken under section 8 before a hearing is held on the application;
- (ii) that under subsection 2 of section 8 of the Act, the Board has jurisdiction to direct that a representation vote be taken if it appears to the Board "that not less than ⁴⁶ per cent of the employees in the voting constituency were members of the trade union" at the material time, whereas, by way of contrast, subsequent to the vote being taken and before the trade union can be certified, the Board must review the evidence of membership and be satisfied "that not less than 45 per cent of the employees" in the bargaining unit were members of the trade union at the material time. In this connection, reference may also be made to subsection 2 of section 7 of the Act where the term "satisfied" is used in setting out the Board's authority to direct the taking of a representation vote under that subsection;

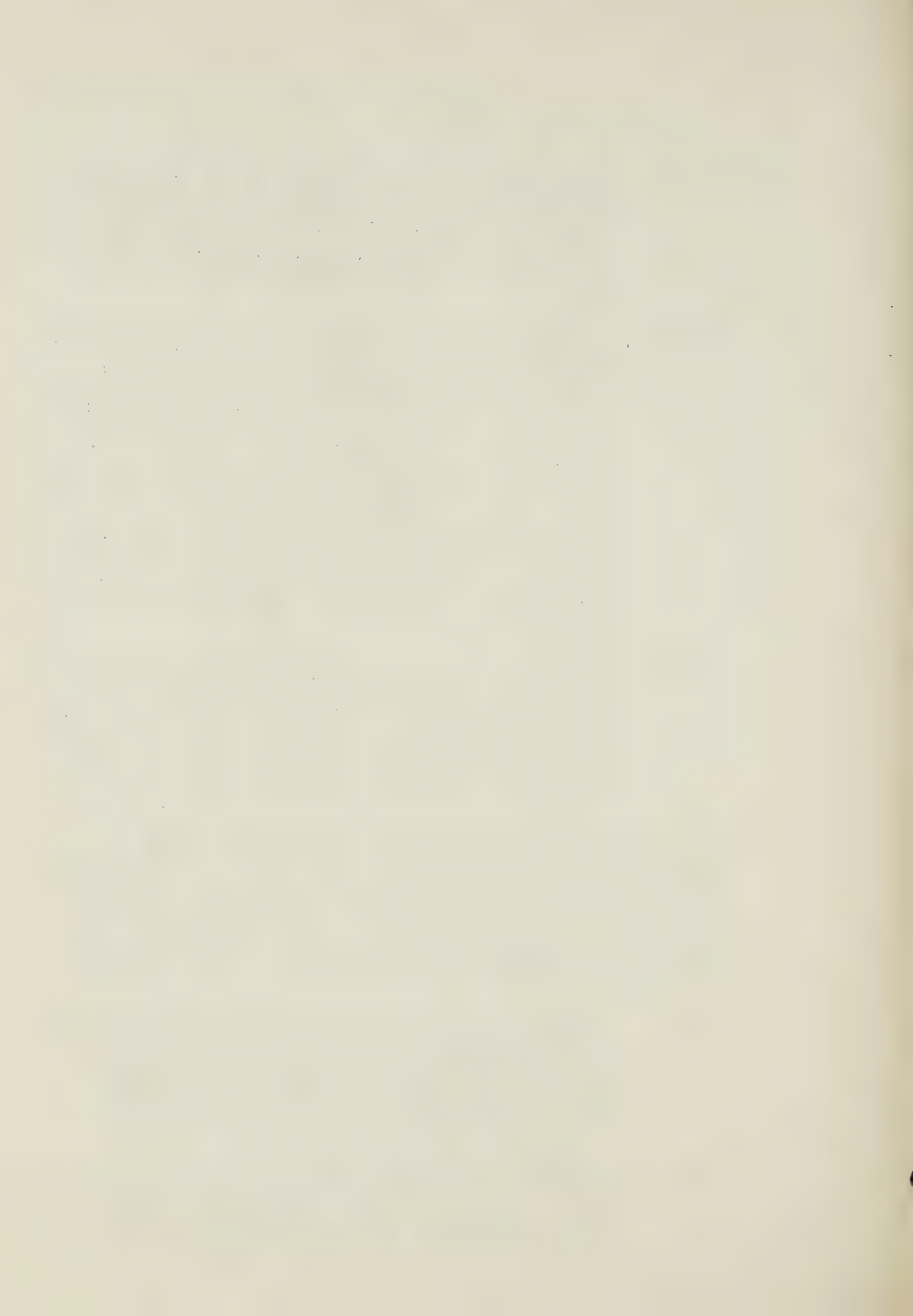
- (iii) that the sources to which the Board is required to look in determining the union's membership position for the purpose of subsection 2 of section 8 of the Act are expressly declared to be "the records of the trade union and the records of the employer", whereas, again by contrast, in a proceeding under subsection 1 of section 7 the Board is required to ascertain the number of employees in the bargaining unit and the number of employees who were members of the trade union at the relevant times set out in that section and thereupon to be satisfied as to the number of members among the employees in the bargaining unit;
- (iv) that to avoid the possibility of prejudice to any of the parties, the Board may direct the ballot box to be sealed and the ballots not counted until the parties have been given full opportunity to present their evidence and make their submissions;
- (v) that subsection 3 of section 8 of the Act envisages that the opportunity to present their evidence and make their submissions will be afforded to the parties after the vote has been taken. If it were not the intention of the Legislature that this would be the stage in the proceeding at which evidence and submissions of parties opposing the application would be heard, there would have been no need for the Legislature to refer specifically to such an opportunity being afforded to the parties in a proceeding under section 8, since there is a provision in subsection 9 of section 75 of the Act generally applicable to matters coming before the Board;
- (vi) that subsection 2 of section 44 of the Board's Rules of Procedure, made under the authority of subsection 9 of section 75 of the Act, expressly provides that, where a pre-hearing representation vote has been taken, a party or an employee having any objections concerning the vote or the application shall then file a statement of objections and desire to make representations, and thereupon it is mandatory for the Registrar to serve a notice of hearing upon the parties, so that the parties may have the full opportunity of presenting evidence and making representations as provided for in subsection 3 of section 8 of



- (vii) that the membership records of the applicant trade union and the records of the respondent employer in this case constitute evidence under subsection 2 of section 8 which enables the Board to exercise jurisdiction in this case to direct that representation vote be taken;
- (viii) that it is not necessary for the Board at this time to assess the evidence submitted or tendered by the intervener since this evidence would go not to the jurisdiction of the Board to order a vote to be taken under subsection 2 of section 8 of the Act, but to the weight which ought to be given to the evidence of membership submitted by the applicant when the Board comes to assess that evidence under subsection 4 of section 8 of the Act in determining whether it is satisfied that not less than 45 per cent of the employees of the respondent in the appropriate bargaining unit were members of the trade union at the time the application was made; and
- (ix) that the purpose of the pre-hearing vote is to expedite the taking of representation votes and that an inquiry into the evidence tendered by the intervener would result in considerable delay in determining whether a representation vote should be taken and would thus nullify the intent of section 8 of the Act.

It appears to the Board on an examination of the records of the applicant and the records of the respondent that not less than 45 per cent of the employees of the respondent in the voting constituency herein-after described were members of the applicant at the time the application was made. Such examination included, in accordance with the Board's usual practice in such matters,

- (i) a cross check of the names on the combination membership cards and receipts submitted by the applicant union against the names of employees of the respondent in the voting constituency as of the date of the making of the application; and
- (ii) a cross check of the signatures on the combination membership cards and receipts submitted by the applicant union against the signatures of the employees as they appear on documents submitted by the respondent company.



The list of employees in the voting constituency in this case was filed with the Board and was not challenged by the representatives of the parties who appeared before the examiner on November 16, 1961. The list of employees and the documents submitted by the respondent company for cross check purposes were submitted in accordance with the direction in Form 4 of the Board's Rules of Procedure which require the respondent to send to the Board.

- (i) a list arranged as in the schedule attached thereto of all employees in the bargaining unit described in the application as at November 3, 1961, the date when the applicant's application was made;
- (ii) documents, from among existing employment records, containing signatures of the employees whose names appear on the list referred to above arranged in alphabetical order.

The Board directs that a pre-hearing representation vote be taken among the employees of the respondent in the following voting constituency:

" all hourly paid employees of the respondent at its Port Colborne plant."

[Subsequently on request of counsel for the intervener and having regard to the representations of counsel for the other parties the Board directed that the ballots be counted forthwith after the conclusion of the balloting]

TRUSTEESHIP REPORTS FILED

T4-60 United Steelworkers of America Local 2458
at Oshawa, Report filed under date of
December 27, 1961, by D. M. Storey, Legis-
lative Representative, in respect of Local
2458 stated that the local had now been
placed in an active local and therefore
will no longer be under administration.

- T5-60 United Steelworkers of America Local 5692
at London. Report filed under date of
January 4, 1962, by D. M. Storey, Legis-
lative Representative, in respect of Local
5692 stated that the local had now been
placed in another unit and given the
opportunity to function under a local
union executive.
- T7-60 United Steelworkers of America Local 4525
at London. Report filed under date of
January 4, 1962, by D. M. Storey, Legis-
lative Representative, in respect of Local
4525, stated that the local had now been
placed in another unit and given the
opportunity to function under a local
union executive.
- T9-60 United Steelworkers of America Local 4649
at Galt. Report filed under date of
December 27, 1961, by D. M. Storey, Legis-
lative Representative, in respect of Local
4649, stated that the Local had now been
placed in an active local and therefore
will no longer be under administration.

PART II

STATISTICAL TABLES

I.	Applications and Complaints to the Ontario Labour Relations Board	S 57
II.	Hearings of the Labour Relations Board	S 57
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V.	Representation Votes in Certification Applications Disposed of by Board	S 61
VI.	Representation Votes in Termination Applications Disposed of by Board	S 61

TABLE I

APPLICATIONS & COMPLAINTS TO THE ONTARIO LABOUR RELATIONS BOARD

Type of Application	Number of Applications Filed Dec. 1st 9 months of fiscal year		
	'61	'61-62	'60-61
I Certification	42	556	542
II Declaration Terminating Bargaining Rights	10	56	37
III Declaration of Successor Status	-	2	4
IV Conciliation Services	84	851	773
V Declaration that Strike Unlawful	1	34	22
VI Declaration that Lockout Unlawful	-	1	2
VII Consent to Prosecute	1	75	76
VIII Complaint of Unfair Practice in Employment	5	103	17
IX Miscellaneous	<u>3</u>	<u>16</u>	<u>9</u>
TOTAL	<u>146</u>	<u>1694</u>	<u>1482</u>

TABLE II

HEARINGS OF THE ONTARIO LABOUR RELATIONS BOARD

	Number Dec. 1st 9 months of fiscal year		
	'61	'61-62	'60-61
Hearings & Continuation of Hearings by the Board	67	718	646

TABLE III

APPLICATIONS & COMPLAINTS DISPOSED OF BY THE ONTARIO LABOUR
RELATIONS BOARD BY MAJOR TYPES

Type of Application	Dec. 1st 9 months of fiscal year		
	'61	'61-62	'60-61
I Certification	55	589	593
II Declaration Terminating Bargaining Rights	2	36	44
III Declaration of Successor Status	-	8	9
IV Conciliation Services	99	901	769
V Declaration that Strike Unlawful	1	35	26
VI Declaration that Lockout Unlawful	-	1	1
VII Consent to Prosecute	6	81	78
VIII Complaint of Unfair Practice in Employment	14	103	8
IX Miscellaneous	<u>2</u>	<u>15</u>	<u>9</u>
TOTAL	<u>179</u>	<u>1769</u>	<u>1537</u>

TABLE IV

APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS
BOARD BY TYPES AND BY DISPOSITION

I Disposition	Dec.1st 9 mos fiscal yr.			*Employees		
	<u>'61</u>	<u>61-62</u>	<u>60-61</u>	<u>'61</u>	<u>61-62</u>	<u>60-61</u>
I <u>Certification</u>						
Certified	41	370	419	2415	10831	11632
Dismissed	11	140	116	192	5603	4362
Withdrawn	<u>3</u>	<u>79</u>	<u>58</u>	<u>192</u>	<u>2277</u>	<u>1009</u>
TOTAL	<u>55</u>	<u>589</u>	<u>593</u>	<u>2799</u>	<u>18711</u>	<u>17003</u>
II <u>Termination of Bargaining Rights</u>						
Terminated	1	14	24	13	337	567
Dismissed	1	20	12	17	523	434
Withdrawn	<u>-</u>	<u>2</u>	<u>8</u>	<u>-</u>	<u>64</u>	<u>475</u>
TOTAL	<u>2</u>	<u>36</u>	<u>44</u>	<u>30</u>	<u>924</u>	<u>1476</u>

*These figures refer to the number of employees directly affected and are based on the number of employees in the bargaining units at the time the applications for certification were filed with the Board. Totals for applications dismissed and withdrawn are approximate.

- S60 - APPLICATIONS DISPOSED OF BY
BOARD (continued)

		Number of appl'ns dis. of Dec. 1st 9 mos. fiscal yr.		
		<u>61</u>	<u>61-62</u>	<u>60-61</u>
III	<u>Conciliation Services*</u>			
	Referred	96	847	721
	Dismissed	-	12	15
	Withdrawn	<u>3</u>	<u>42</u>	<u>33</u>
	TOTAL	<u>99</u>	<u>901</u>	<u>769</u>
IV	<u>Declaration that Strike Unlawful</u>			
	Granted	1	5	4
	Dismissed	-	2	1
	Withdrawn	<u>-</u>	<u>28</u>	<u>21</u>
	TOTAL	<u>1</u>	<u>35</u>	<u>26</u>
V	<u>Declaration that Lockout Unlawful</u>			
	Granted	-	-	1
	Dismissed	-	1	-
	Withdrawn	<u>-</u>	<u>-</u>	<u>-</u>
	TOTAL	<u>-</u>	<u>1</u>	<u>1</u>
IV	<u>Consent to Prosecute</u>			
	Granted	2	16	20
	Dismissed	1	10	2
	Withdrawn	<u>3</u>	<u>55</u>	<u>56</u>
	TOTAL	<u>6</u>	<u>81</u>	<u>83</u>

*Includes applications for conciliation services re unions claiming successor status.

TABLE V

REPRESENTATION VOTES IN CERTIFICATION APPLICATIONS DISPOSED
OF BY THE BOARD

	Number of Votes		
	Dec. 1st 9 months of fiscal yr.		
	<u>'61</u>	<u>'61-62</u>	<u>'60-61</u>
<u>* Certification After Vote</u>			
pre-hearing vote	9	41	8
post-hearing vote	2	31	47
<u>Dismissed After Vote</u>			
pre-hearing vote	1	16	-
post-hearing vote	1	40	55
ballots not counted	<u>3</u>	<u>5</u>	<u>-</u>
TOTAL	<u>16</u>	<u>133</u>	<u>110</u>

* Includes applicant - intervener applications in which both applicant and intervener apply for a new unit and either applicant or intervener is certified.

TABLE VI

REPRESENTATION VOTES IN TERMINATION APPLICATIONS DISPOSED OF
OF BY THE BOARD

	Number of Votes		
	Dec. 1st 9 months of fiscal yr.		
	<u>'61</u>	<u>'61-62</u>	<u>'60-61</u>
Respondent Union Successful	-	2	5
Respondent Union Unsuccessful	<u>1</u>	<u>12</u>	<u>11</u>
TOTAL	<u>1</u>	<u>14</u>	<u>16</u>

* In termination proceedings where a vote is taken, the applicant is a group of employees, or the employer; the incumbent union is thus the respondent.

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